



**The State of New Hampshire  
Insurance Department**

21 South Fruit Street, Suite 14  
Concord, NH 03301  
(603) 271-2261 Fax (603) 271-1406  
TDD Access: Relay NH 1-800-735-2964

**Christopher R. Nicolopoulos  
Commissioner**

October 1, 2020

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

**REQUESTED ACTION**

The New Hampshire Insurance Department requests authorization to enter into an Educational Tuition Agreement and to pay costs not to exceed \$999.00.

**INSTITUTION:** College for America at Southern New Hampshire University

**COURSES TITLES:** **Defending and Communicating a Brand**  
COM-30093: Craft Messages for Projects  
COM-30114: Mission-Aligned Communications  
COM-20118: Best Practices for Brand

**Organizational Behavior**  
HRM-20141: Select and Retain Employees  
HRM-30142: HR Management Interventions  
HRM-20143: Employee Development Plans

2 Completed Competencies  
November 2, 2020 – February 21, 2021

**EMPLOYEE:** Karen Belair  
Business Operations & Project Assistant

**DISTRIBUTION CODE:** Funds to be encumbered from the following  
account:  
**02-24-24-24010-25200000-066-500544**  
Employee Training / Educational Training (Tuition)

**TOTAL TUITION COST:** \$999.00

**STATE SHARE:** \$999.00 - Agency Income

**SOURCE OF FUNDS:** Insurance Department Administrative Assessment

**EXPLANATION**

College for America at Southern New Hampshire University has partnered with the State of New Hampshire to provide state employees with low-cost, competency-based associate and bachelor degree programs. The employee is required to complete competency based projects to earn a Bachelor's Degree.

This employee was hired by the Department as a Program Assistant II on March 29, 2019. The employee will be pursuing a Bachelor of Arts in Management, with a concentration in Public Administration. Further development of the employee's communication skills and knowledge of management practices will build upon the employee's competency with respect to developing internal procedures to facilitate workflow for each program and preparing contracts to comply with state requirements. Successful completion of the program will add to the overall strength of the Department to perform its mission to the residents of New Hampshire.

The employee will be completing projects on her own personal time. A fully executed tuition agreement is attached.

Respectfully submitted,

  
Christopher Nicolopoulos, Esq.  
Commissioner



## STATE OF NEW HAMPSHIRE

### EDUCATIONAL TUITION AGREEMENT

#### COLLEGE FOR AMERICA

AGREEMENT dated this 1st day of October 2020 by and through the New Hampshire Insurance Department (hereinafter referred to as the "State") and, Karen Belair (hereinafter referred to as the "Recipient")

The State and the Recipient do hereby mutually agree as follows:

1. The State shall pay "per approval by Governor and Council" to the College for America the sum \$999.00 which monies shall be used for the sole purpose of enrolling the Recipient in a program for 20 competencies to be earned within a 4 (four) month term being offered by College for America. The 4 month term shall commence on November 2, 2020 and will terminate on February 21, 2021
2. The Recipient shall complete assigned projects in the 4 month term listed in paragraph 1.
3. Recipients enrolled in College for America shall provide documentation supporting projects completed per 4 month term.
4. Should the Recipient fail to complete any project during the 4 month term in paragraph 1, the Recipient shall pay to the State the sum set forth in paragraph 1, within 60 days from the date the term was to terminate, provided, however, that if more than one project was completed during the 4 month term, listed in paragraph 1, the amount which shall be paid to the State shall be calculated on a pro rata basis.
5. Upon the satisfactory completion of the 4 month term named in paragraph 1, the Recipient shall continue in the employ of the State in his/her current position (or in such other position, at equal or greater compensation, to which he/she may be assigned) for the period of twelve (12) months.
6. Should the Recipient breach any of the conditions set forth in paragraphs 3 and 4, the Recipient shall pay to the State a sum equal to all monies previously paid by the State for the Recipient pursuant to this Agreement, provided, however, that the Recipient shall receive a credit for each month in which he/she is employed by the State subsequent to the date upon which the named course(s) are satisfactorily completed, the value of said credit to be calculated on a pro rata basis.

IN WITNESS WHEREOF the representatives of the State, in his/her official capacity only, and without personal liability, and the Recipient, have hereunto set their hand on the date first above written.

RECIPIENT

THE STATE OF NEW HAMPSHIRE

Karen Belair

Karen Belair

BY: [Signature]

Christopher Nicolopoulos, Esq.  
Commissioner

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 6 day of, October, 2020,  
before me, Sarah Prescott, the undersigned officer,  
personally appeared, Karen Belair, known to me (or  
satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that she/he executed the same for the purposes herein contained.

In witness whereof, I hereunto set my hand and official seal

[Signature]

(Signature of notarial officer)

(Seal if any)

Justice of the Peace, State of New Hampshire

My commission expires SARAH K. PRESCOTT, Notary Public  
My Commission Expires May 20, 2025

2A BR



# New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500  
 Headquarters: (603) 271-3421  
 Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964  
 FAX (603) 271-1438  
 E-mail: info@wildlife.nh.gov

Glenn Normandeau  
 Executive Director

October 5, 2020

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

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to accept a donation pursuant to RSA 4:8 of a new video camera from Belknap County Conservation District, Laconia, NH valued at approximately \$5,000.00. This equipment, if approved, would be provided to the Public Affairs Video Unit to be utilized for the purpose of creating videos that educate and inform the public of the work being performed at the Fish and Game Department to support its mission.

## EXPLANATION

This camera was donated to the Fish and Game Department as part of a grant the Department is participating in to restore five native Eastern brook trout streams in New Hampshire's Lakes Region. The camera will be used to help produce a video which will explain the process and highlight the results from the work. The camera will then be utilized to help fulfill the mission of the Department to inform and educate the public about the State's fish, wildlife and marine resources.

The New Hampshire Fish and Game Commission voted to accept this donation at the August 12, 2020 Commission Meeting.

Respectfully Submitted,

Scott Mason  
 Executive Director

Kathy Ann LaBonte, Chief  
 Business Division

Attached: Minutes of August 12, 2020 Commission Meeting

~~21.) Commission accepted the donation of a new Canon Camera valued at \$5,000 from the Belknap Conservation District to aid in creating video production for the Department.~~

A roll call vote was taken of all Commissioners participating: P. DeBow, "Abstained", R. Green, "Yes", C. Hodgdon, "Yes", B. Temple, "Yes", C. Luppi, "Yes", M. Lachance, "Yes", D. Patch, "Yes", E. Stohl, "Yes", and P. McInnis, "Yes". The vote carried with 8 in favor and 1 abstention (P. DeBow)

3.) Commissioner Green moved to approve utilizing \$1,890.00 from the "Sale of Fish Food Account", to purchase 3 new dissolved oxygen meters for the hatcheries and Commissioner McInnis seconded.

A roll call vote was taken of all Commissioners participating: P. DeBow, "Abstained", R. Green, "Yes", C. Hodgdon, "Yes", B. Temple, "Yes", C. Luppi, "Yes", M. Lachance, "Yes", D. Patch, "Yes", E. Stohl, "Yes", and P. McInnis, "Yes". The vote carried with 8 in favor and 1 abstention (P. DeBow).

4.) Commissioner Patch moved to approve the six prize donations listed below, generously donated by Sturm Ruger & Company, Woodman Arms, Prime Archery, Morse Sporting Goods, The Ruffed Grouse Society, and the NH Chapter of the National Wild Turkey Federation, to be awarded to the below survey winners:

#### **SURVEYS & CORRESPONDING PRIZES**

##### **2019 Deer Hunter Mail Survey (2 prizes)**

\* Ruger American Rifle with Go Wild Camo (Model #26927), valued at \$629.00, generously donated by Sturm, Ruger & Company.

\* Woodman Arms Patriot Muzzleloader, valued at \$899.00, generously donated by Woodman Arms, Fremont, NH.

##### **2019 Bow Hunter Survey (1 prize)**

\* Logic CT3 Compound bow, valued at \$999.00, generously donated by Prime Archery and Morse Sporting Goods, Hillsborough, NH.

##### **2019-20 Small Game Hunter Survey (1 prize)**

\* Ruger American Rifle with Go Wild Camo (Model #26926), valued at \$629.00, generously donated by Sturm, Ruger & Company.

##### **2019 Ruffed Grouse Wing and Tail Survey (1 prize)**

\* Pointer 1000 Over Under 12 Gauge Shotgun with 28" barrel, valued at \$589.00, generously donated by The Ruffed Grouse Society.

##### **2020 Spring Turkey Hunter Survey (1 prize)**

\* Harrington & Richardson Pardner Pump 20-Gauge Shotgun, valued at \$199.00, generously donated by the NH State Chapter of the NH Wild Turkey Federation.



# The New Hampshire Council on Responsible Gambling

September 25, 2020

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

## REQUESTED ACTION

Authorize the acceptance of the New Hampshire Council on Responsible Gambling's Annual Report for the period ending June 30, 2020 as required by RSA 20:7. Effective upon Governor and Council approval.

## EXPLANATION

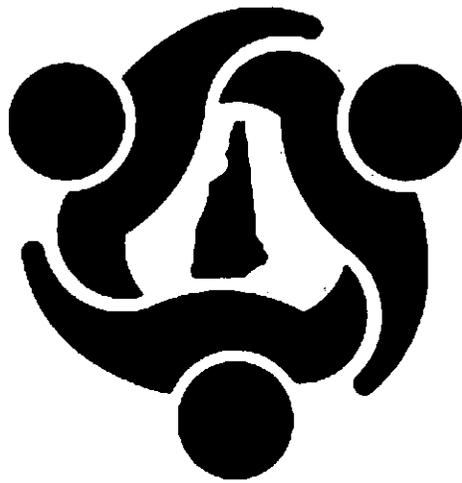
I am pleased to offer the Annual Report to describe the formation and goals of the this newly-appointed Council, which addresses the social, financial and emotional costs of problem gambling, by providing information, education, advocacy and prevention services as well as referrals to treatment for problem gambling to those affected, their family and their loved ones, and the community.

Respectfully yours,

*Maura McCann*

Maura McCann, Chair  
New Hampshire Council on Responsible  
Gambling

**NEW HAMPSHIRE COUNCIL  
ON RESPONSIBLE GAMBLING  
ANNUAL REPORT**



RSA 20:7

**JULY 1, 2019 – JUNE 30, 2020**



## **GOVERNOR AND EXECUTIVE COUNCIL**

His Excellency, Governor Christopher T. Sununu

Honorable Michael J. Cryans, Executive Councilor, District One  
Honorable Andru Volinsky, Executive Councilor, District Two  
Honorable Russell E. Prescott, Executive Councilor, District Three  
Honorable Theodore L. Gatsas, Executive Councilor, District Four  
Honorable Debora B. Pignatelli, Executive Councilor, District Five

### **New Hampshire Council on Responsible Gambling**

January 2020 to Present

### **Mission Statement**

The New Hampshire Council on Responsible Gambling is administratively attached to the New Hampshire Lottery Commission in accordance with RSA 21-G:10. The council addresses the social, financial and emotional costs of problem gambling by providing information, education, advocacy and prevention services as well as referrals to treatment for problem gambling to those affected, their family and their loved ones and the community.

## CHAPTER 338-B COUNCIL FOR RESPONSIBLE GAMBLING

**338-B:1 Definitions.** – In this chapter, "council" means the council for responsible gambling.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:2 Statement of Purpose.** – Education, prevention, and treatment relating to gambling disorders are an integral part of a responsible gaming environment within the state.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:3 Establishment.** – There is established the council for responsible gambling which shall promote education, prevention, and treatment of problem gambling within the state.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:4 Membership.** –

I. The council shall consist of 5 members appointed by the governor and executive council and shall be qualified in the field of addiction or mental health services with a focus on problem gambling and shall be residents of the state. A member may be removed by the governor and executive council only for cause shown in accordance with RSA 4:1. The members shall elect one of their number as chairperson. Three members of the council shall constitute a quorum.

II. Members shall serve 3 year terms and until their successors are appointed; provided that for the initial appointments only, one member shall be appointed to a term of one year, 2 members shall be appointed to a term of 2 years and 2 members shall be appointed to a term of 3 years. Any vacancy shall be filled for the unexpired terms.

III. Members of the council shall receive mileage at the rate of state employees when attending meetings of the council or performing duties on behalf of the council.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:5 Powers and Duties.** – The council shall have the authority to enter into grants and contracts for the purposes of furthering education, prevention, and treatment of problem gambling within the state.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:6 Report of the Council.** – The council shall submit a biennial report to the governor and executive council on or before October 1 of each even-numbered year. The report shall include a description of the council's activities including a financial report for the relevant time period.

**Source.** 2019, 215:5, eff. July 12, 2019.

**338-B:7 Administrative Attachment.** –

The council shall be administratively attached to the lottery commission in accordance with RSA 21-G:10. In addition to the support provided to an administratively attached agency, the lottery commission shall also provide the following to the council:

I. Funding in an amount not to exceed \$250,000 per fiscal year to conduct the activities prescribed by this chapter. In accordance with the purpose of this chapter, these payments shall be considered administrative expenses of the lottery commission as set forth in RSA 284:21-j.

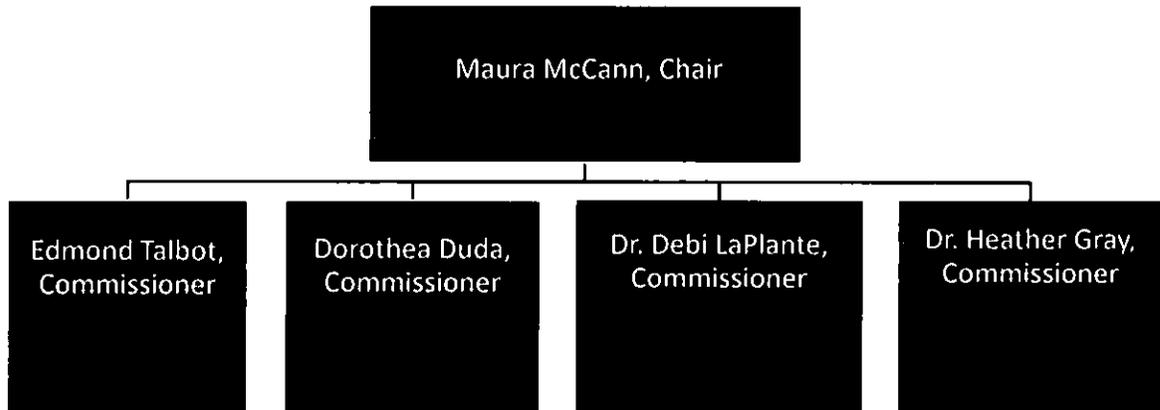
II. Meeting and office space as reasonably required by the council to conduct the activities prescribed by this chapter.

III. Personnel as reasonably required by the council to conduct activities prescribed by this chapter, except that the lottery commission may charge the council for use of such personnel pursuant to an agreement between the lottery commission and the council.

**Source.** 2019, 215:5, eff. July 12, 2019.

# ORGANIZATIONAL CHART

## New Hampshire Council on Responsible Gambling



The New Hampshire Council for Responsible Gambling (a non-profit public council) was recently created by RSA 338-B. For seven years prior, a private non-profit council under the name of the New Hampshire Council for Problem Gambling, engaged in the education and support of problem gamblers. In January of 2020, the Governor and Executive Council appointed the five members in the organizational chart above from the private council as members of the public council as they were the foremost experts in New Hampshire on this subject. Funding of the New Hampshire Council on Responsible Gambling is part of Chapter 338-B.

Our members faced many challenges in both maintaining the work done by the New Hampshire Council on Problem Gambling and now this newly-formed Council, including understanding how the Council works as administratively attached, yet separate from the New Hampshire Lottery Commission. The Council's progress was hampered by the unforeseen challenges wrought by the Covid-19 pandemic.

**Council Members**

Maura McCann, Concord	Effective: October 2, 2019	Term: October 2, 2020
Heather M. Gray, Derry	Effective: September 18, 2019	Term: September 18, 2022
Debi A. LaPlante, Salem	Effective: September 18, 2019	Term: September 18, 2022
Dorothea Duda, Nashua	Effective: September 18, 2019	Term: September 18, 2021
Edmond, Talbot, Madison	Effective: September 18, 2019	Term: September 18, 2021

All council members serve without compensation, except for mileage reimbursement (see below).

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Budget:	\$250,000.00*
Expenses:	\$ 6,000.00 (staffing of the hotline, treatment referral)
	\$ 572.00 (email hosting)
	\$ 212.60 (mileage)

\*The New Hampshire Council on Responsible Gaming was sworn in January, 2020. At the quarterly meeting in early March 2020, the council approved an invoice for staffing of the 24/7 hotline, treatment referral, recovery and community support as well as mileage. A Request for Proposal was drafted to increase services for the upwards of 20,000 individuals in New Hampshire who have a gambling problem. The Covid-19 Pandemic struck which slowed our progress on finalizing the RFP for issuance.

Respectfully submitted,  
Maura McCann  
Chairman, New Hampshire Council on Responsible Gambling, 2019-2020 (Term 5/19/2015 - 3/5/2020)  
Initial submission October 2020

OCT02'20 PM 3:20 DAS

3B  
MLC



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

October 2, 2020

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

## REQUESTED ACTION

Approval of the Report and Findings of Councilor Michael J. Cryans with regard to a certain project in participation with Brewster Academy in Wolfeboro, NH.

## EXPLANATION

This item is submitted pursuant to a request by the New Hampshire Health and Education Facilities Authority. Councilor Cryans has requested that this be placed on the agenda as a regular item for the Wednesday, October 21, 2020 meeting for ratification by the Governor and Council.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Arlinghaus".

Charles M. Arlinghaus  
Commissioner

CMA/dph

Attachment

## WADLEIGH, STARR & PETERS, P.L.L.C.

WILLIAM C. TUCKER  
EUGENE M. VAN LOAN III, Of Counsel  
JAMES C. WHEAT  
RONALD J. LAJOIE  
JEFFREY H. KARLIN  
MARC R. SCHEER  
GREGORY C. PETERS  
FRANK P. SPINELLA, Jr.  
DEAN B. EGGERT  
MICHAEL R. MORTIMER  
KATHLEEN C. PEABL  
RICHARD THORNER  
CHARLES F. CLEARY  
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ALYSSIA M. CASSOTIS  
ELIZABETH E. EWING  
WILLIAM P. REDDINGTON  
MICHAEL G. EATON

September 30, 2020

Charles Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
State House Annex  
Concord, New Hampshire 03301

RE: New Hampshire Health and Education Facilities Authority  
Brewster Academy 2020 Bond Issue

Dear Commissioner Arlinghaus:

I enclose an original and ten copies of the Report and Findings of Councilor Michael J. Cryans with regard to a certain project in participation with Brewster Academy, Wolfeboro, New Hampshire. Councilor Cryans has requested that this be placed on the agenda as a regular item for ratification by the Governor and Council at their meeting scheduled for Wednesday, October 21, 2020.

Thank you for your assistance in this matter.

Very truly yours,



William C. Tucker

/sos

enclosures

**REPORT  
AND  
FINDINGS  
OF**

**MICHAEL J. CRYANS**, designee of the Governor and Council of The State of New Hampshire, under the provisions of the New Hampshire Health and Education Facilities Authority Act, Chapter 195-D of the New Hampshire Revised Statutes Annotated, on the undertaking by the Authority of a certain project in participation with **BREWSTER ACADEMY** of Wolfeboro, New Hampshire, pursuant to said Act.

**Introductory**

The New Hampshire Health and Education Facilities Authority (hereafter referred to as the “Authority”) requested of Governor Christopher T. Sununu and the Executive Council that a hearing be held pursuant to the New Hampshire Health and Education Facilities Authority Act, Chapter 195-D of the New Hampshire Revised Statutes Annotated (hereafter referred to as the “Act”), and particularly as prescribed in Section 21 of the Act. The hearing is required as the result of an application submitted to the Authority by Brewster Academy, a not-for-profit corporation formed under New Hampshire law and located in Wolfeboro, New Hampshire (hereafter referred to as “Brewster” or the “Academy”), which is a participating educational institution under RSA 195-D:3. Such application seeks the participation of the Authority, under the Act, in financing the construction, furnishing and equipping of certain facilities as well as the refinancing of certain of the Academy’s existing indebtedness (hereafter referred to as the “Project”).

Pursuant to RSA 195-D:21, the Governor and Council designated me to hold a hearing and make findings in connection with the application. Following Public Notice given in accordance with Chapter 91-A of the New Hampshire Revised Statutes Annotated, by notice published in the New Hampshire Union Leader on September 22, 2020, the hearing was held commencing at 9:00 a.m. on September 30, 2020 in the office of the Authority, One Capitol Street, Suite 200,

Concord, New Hampshire. In accordance with Governor Sununu’s Emergency Order #12 issued pursuant to Executive Order #2020-04, the meeting was open to the public through telephonic means. All witnesses were duly sworn. A summary of testimony presented at the hearing follows.

**Summary of Testimony**

Susan Harrington, the Chief Financial Officer of the Academy, was the first witness. She stated that Brewster Academy is an independent private school providing a college preparatory curriculum for students in grades 9-12 and post-graduates with approximately 360 students, 80% are typically boarding students, and 20% are day students. Ms. Harrington explained that Brewster Academy aspires to be the school of choice for a community of diverse and talented young men and women seeking a college preparatory experience predicated upon traditional values within an innovative, student-centered academic program that focuses on mastery learning of course content encompassing the arts, language and humanities, math, and sciences, coupled with a positive boarding and day student experience emphasizing the intellectual, physical, and social development of self.

Ms. Harrington testified that the Project involves a number of elements. The first involves the expenditure of approximately \$3 million for capital projects at the Academy including the construction and equipping of a new student performing arts center and student commons facility. She testified that, in addition to the capital projects portion of the Project, the Academy intends to refinance certain of its existing indebtedness, represented by the Series 2011 Bonds issued on the Academy’s behalf by the Authority, the proceeds of which were used for a variety of capital acquisitions and improvements as well as refinancing certain prior indebtedness.

Ms. Harrington explained that certain Series 2020 Bond proceeds will be used to pay the costs of issuing the Series 2020 Bonds and may be used to fund an interest rate termination

payment with respect to the Series 2011 Bonds. She testified that the principal amount of the Bonds to be issued is not expected to exceed \$19 million, that the Series 2020 Bonds are expected to be sold to a financial institution in a private placement with a final maturity of approximately 25 years.

Ms. Harrington confirmed that, under the Loan Agreement with the Authority, the Academy will be required to continue to carry blanket fire and extended coverage as well as general liability insurance.

Ms. Harrington testified that, in her view, the Project would be a public use and benefit and would permit the Academy to continue to render an appropriate level of service to its current and future students. Based upon her position as Chief Financial Officer, she stated her opinions that the Academy would be able to meet its financial obligations under the proposed bond issue and that the Academy is currently operating in a financially responsible manner. She concluded her testimony by explaining that the refinancing of existing indebtedness would assist the Academy in lowering the cost of providing education in the State and would be done in connection with the Project.

Bonnie Payette was the final witness called. She stated that she is the Executive Director of the New Hampshire Health and Education Facilities Authority, and oversees the administration of the Authority's day-to-day affairs. In her capacity as Executive Director she has become acquainted with the Project and the details of its financing, having worked with the Academy's officers in developing the financial arrangements to be reflected in the bonds proposed to be issued. She stated that the Authority voted to issue its Bonds for the Project, subject to compliance being had with all laws bearing upon such issue and the advice of counsel, including Bond Counsel. She

testified that the Authority adopted a Resolution on August 20, 2020, approving issuance of bonds for the Academy.

Ms. Payette testified that certain documents are being prepared for execution in connection with the issuance of the Bonds and the financing of the Project. She stated that there will be a provision in the bond documents under which the Academy is obligated to hold and use the Project for educational purposes so long as the Bonds are outstanding. She testified to the language in the bond documents which requires that each bond issued by the Authority for the Academy bear on its face the following provision:

Neither the State of New Hampshire nor any political subdivision thereof shall be obligated to pay the principal of or interest on this bond, other than from Pledged Revenues, and neither the faith and credit nor the taxing power of the State of New Hampshire or of any political subdivision thereof is pledged to the payment of the principal of or interest on this bond.

Ms. Payette testified that the bond documents will make adequate provision for the payment of principal and interest on the Bonds, as well as the costs of the Project, so that the State will not be obligated in any way for their repayment.

Ms. Payette concluded her testimony by stating that, based on her familiarity with the statute under which the Authority operates, on her experience as Executive Director of the Authority, and on the advice of counsel, including Bond Counsel, the Project is within the powers conferred by law upon the Authority.

## Findings

Upon the testimony submitted at the hearing, and upon consideration, I find as follows:

(1) The construction and acquisition of the Project, and the refinancing of existing indebtedness, as the same is described in such testimony, will enable and assist Brewster Academy (herein called the "Academy"), a not-for-profit institution for secondary education located in Wolfeboro, New Hampshire, to provide education within the State of New Hampshire (herein called the "State"); and

(2) The Project, including the refinancing of existing indebtedness, will be leased to, or owned by, the Academy, which is a financially responsible participating institution within the State; and

(3) Adequate provision has been, or will be, made for the payment of the cost of the construction and acquisition of the Project and the refinancing of existing indebtedness related thereto; and under no circumstances will the State be obligated, directly or indirectly, for the payment of the principal of, or interest on, any obligations issued to finance such construction and acquisition or to provide for the refinancing of existing indebtedness, or obligations to which such refinancing of existing indebtedness relates; and

(4) Adequate provision has been, or will be, made in any lease or mortgage of the Project to be undertaken or any property leased or mortgaged in connection with the issuance of bonds or notes for the payment of all costs of operation, maintenance and upkeep of the Project by the Academy so that under no circumstances will the State be obligated, directly or indirectly, for the payment of such costs; and

(5) Adequate provision has been made to obligate the Academy to hold and use the Project for educational purposes so long as the principal of and interest on bonds or other obligations issued by the New Hampshire Health and Education Facilities Authority (herein called the "Authority") to finance the cost of the Project, including any refunding bonds issued to refund and refinance such bonds, have not been fully paid and retired and all other conditions of the resolution or trust agreement authorizing and securing the same have not been satisfied and the lien of such resolution or trust agreement has not been released in accordance with the provisions thereof; and

(6) The construction and acquisition of the Project and the refinancing of existing indebtedness will be within the authority conferred by Chapter 195-D of the New Hampshire Revised Statutes Annotated upon the Authority; and

(7) The construction and acquisition of the Project serves a need presently not fulfilled in providing education within the State and is of public use and benefit; and

(8) The refinancing of existing indebtedness will assist the Academy in lowering the cost of providing education within the State and will be in connection with a project being provided by the Academy.

Dated: September 30, 2020

  
\_\_\_\_\_  
Michael J. Cryans  
Executive Councilor Designee  
of the Governor and Council

## RATIFICATION AND GOVERNOR'S APPROVAL

The Governor and Council hereby ratify, confirm, approve and adopt the findings set forth in the Report and Findings attached hereto made by Michael J. Cryans, the Designee of the Governor and Council to hold a hearing and make findings pursuant to Section 21 of the New Hampshire Health and Education Facilities Authority Act, Chapter 195-D of the New Hampshire Revised Statutes Annotated. The hearing was required and held as a result of an application submitted to the New Hampshire Health and Education Facilities Authority by Brewster Academy, a not-for-profit institution for secondary education located in Wolfeboro, New Hampshire. The hearing was held on September 30, 2020 at 9:00 a.m., following public notice, in the office of the Authority, One Capitol Street, Suite 200, Concord, New Hampshire.

The Governor's signature constitutes his approval under Section 147(f) of the Internal Revenue Code of 1986, as amended, of the issuance of the bonds described herein and as described in the Notice of Public Hearing published on September 22, 2020.

Dated: October 21, 2020

\_\_\_\_\_  
Governor and Council:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4A mll



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2864

September 23, 2020

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

Dear Governor and Councilors,

**REQUESTED ACTION**

For consideration to be placed on the consent calendar. Be it resolved that the following officer, currently a member of the United States Air Force, be confirmed for appointment to the rank of Major, New Hampshire Air National Guard:

Major John R. Cuellar



Mobility Pilot

**EXPLANATION**

The above-named officer was nominated for appointment to the rank of Major, New Hampshire Air National Guard, by the Honorable Council on Wednesday, October 7, 2020.

Respectfully submitted,

David J. Mikolaities  
Major General, NH National Guard  
The Adjutant General

4B mlc



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5807

David J. Mikolaitis, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2964

September 15, 2020

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

Dear Governor and Councilors:

**REQUESTED ACTION**

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer be confirmed to the rank of Lieutenant Colonel, New Hampshire Army National Guard:

Wayne E. Boutwell  
[Redacted]

54<sup>th</sup> Troop Command  
722 Riverwood Drive  
Pembroke, NH 03275-3700

**EXPLANATION**

The Honorable Council nominated the above-named officer for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard on Wednesday, October 7, 2020.

Respectfully submitted,

*David J. Mikolaitis*  
David J. Mikolaitis  
Major General, NH National Guard  
The Adjutant General

4C mlc



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2984

September 15, 2020

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

Dear Governor and Councilors:

**REQUESTED ACTION**

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer be confirmed to the rank of Lieutenant Colonel, New Hampshire Army National Guard:

Jason C. Richards.



Joint Force Headquarters  
1 Minuteman Way  
Concord, NH 03301-5607

**EXPLANATION**

The Honorable Council nominated the above-named officer for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard on Wednesday, October 7, 2020.

Respectfully submitted,

David J. Mikolaities  
Major General, NH National Guard  
The Adjutant General

4D mlc



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607**

David J. Mikolaitis, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2984

September 15, 2020

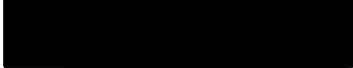
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Dear Governor and Councilors:

**REQUESTED ACTION**

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer be confirmed to the rank of Major, New Hampshire Army National Guard:

Timothy J. Manley



Joint Force Headquarters  
1 Minuteman Way  
Concord, NH 03301-5607

**EXPLANATION**

The Honorable Council nominated the above-named officer for appointment to the rank of Major, New Hampshire Army National Guard on Wednesday, October 7, 2020.

Respectfully submitted,

David J. Mikolaitis  
Major General, NH National Guard  
The Adjutant General

4E MLL



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-6607

David J. Mikolaities, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2964

September 29, 2020

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

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend the following individual be nominated for promotion to the rank of Lieutenant Colonel, New Hampshire Air National Guard. This officer meets all prerequisites for this grade, having been found to be physically, mentally, morally, and professionally qualified. This promotion was approved by a board convened in accordance with the Reserve Officer Personnel Management Act.

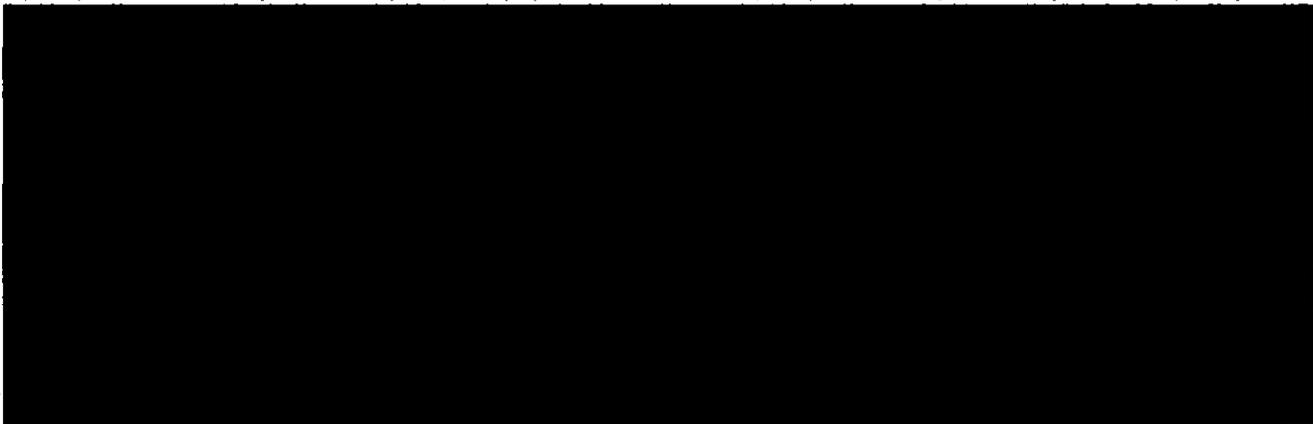
Major Jeffrey R. Davis



Mobility Pilot

EXPLANATION

Resume of Military Service pertaining to the recommended nomination for promotion of Major Jeffrey R. Davis in the grade of Lieutenant Colonel in the New Hampshire Air National Guard.



DATE OF BIRTH:  
PLACE OF BIRTH:  
CIVILIAN OCCUPATION:



DAVID J. MIKOLAITIES  
Major General, NH National Guard  
The Adjutant General

4F mll



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2964

September 29, 2020

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

Dear Governor and Councilors,

REQUESTED ACTION

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following individual be nominated for promotion to the rank of Major, New Hampshire Air National Guard. This officer meets all prerequisites for this grade, having been found to be physically, mentally, morally, and professionally qualified. This promotion was approved by a board, convened in accordance with the Reserve Officer Personnel Management Act.

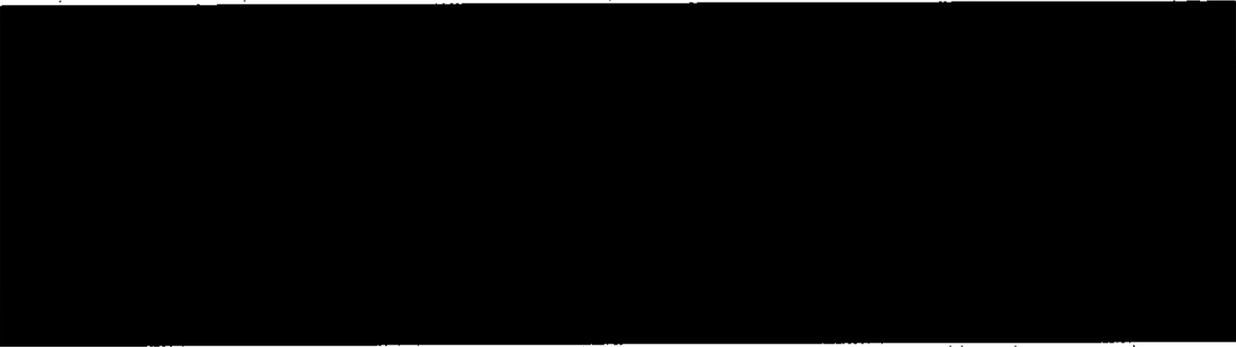
Captain Tyler J. Gibson



Mobility Pilot

EXPLANATION

Resume of Military Service pertaining to the recommended nomination for promotion of Captain Tyler J. Gibson in the grade of Major in the New Hampshire Air National Guard.



DATE OF BIRTH:  
PLACE OF BIRTH:  
CIVILIAN OCCUPATION:



*David J. Mikolaities*  
DAVID J. MIKOLAITIES  
Major General, NH National Guard  
The Adjutant General

46 mlc



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION, 1 MINUTEMAN WAY  
CONCORD, NEW HAMPSHIRE 03301-5607

David J. Mikolaities, Major General  
The Adjutant General

Phone: 603-225-1200  
Fax: 603-225-1257  
TDD Access: 1-800-735-2964

September 30, 2020

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

Dear Governor and Councilors:

**REQUESTED ACTION**

For consideration to be placed on the consent calendar. Be it resolved to recommend that the following officer, be nominated for appointment to the rank of Lieutenant Colonel, New Hampshire Army National Guard. This officer meets all prerequisites for this grade, having found to be physically, mentally, and professionally qualified.



Joint Force Headquarters  
1 Minuteman Way  
Concord, NH 03301

Resume of military service pertaining to Major Maurice P. Sampson:



*David J. Mikolaities*  
David J. Mikolaities  
Major General, NH National Guard  
The Adjutant General

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

October 6, 2020

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

Your Excellency and Members of the Council:

**REQUESTED ACTION**

That approval be and hereby is given to the Attorney General to reappoint Joshua C. Harrison (Position #9U220, Appropriation #02-20-20-200510-2613-013-500132) as an Assistant Attorney General, at a salary level of \$70,000, effective upon Governor and Executive Council approval or October 23, 2020, whichever is later, for a term ending October 18, 2025.

**EXPLANATION**

Mr. Harrison is a Concord resident and a member of the New Hampshire Bar. He received his Bachelor of Arts degree from Susquehanna University in 2014 and Juris Doctor from the University of New Hampshire School of Law in 2017. While in law school, he was a legal intern at the New Hampshire Department of Justice, Civil Bureau, and a legal resident at the United States District Court for the District of New Hampshire. Mr. Harrison joined the Department of Justice in October 2017 as an Attorney in the Environmental Protection Bureau. He was appointed an Assistant Attorney General in October 2018. I plan to continue his assignment in the Environmental Protection Bureau. His salary will remain the same. A copy of his resume is attached.

RSA 94:1-a, I(c)(3) provides that designation of positions, salary levels, and salary increases for attorneys at the Department of Justice shall be determined by the Attorney General, subject to approval of the Governor and Council, within appropriations made to the Department of Justice.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 6, 2020  
Page 2 of 2

I am very pleased to offer Mr. Harrison's appointment as an Assistant Attorney General at the above-referenced salary for your approval and respectfully urge your favorable consideration. Thank you.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Gordon J. MacDonald', with a long horizontal line extending to the right.

Gordon J. MacDonald  
Attorney General

#2898294

# JOSHUA C. HARRISON

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## EDUCATION

University of New Hampshire School of Law, Juris Doctor May 2017

- Concord, New Hampshire.

Susquehanna University, B.A. History and Political Science May 2014

- Selinsgrove, Pennsylvania.
- *Cum laude*, departmental honors.

## EXPERIENCE

New Hampshire Department of Justice October 2017 – Present

Office of the Attorney General

Environmental Protection Bureau

Assistant Attorney General

- Draft and litigate petitions for civil penalties and injunctive relief on behalf of the Department of Environmental Services.
- Successfully litigated and received civil penalties regarding violations pertaining to the handling and cleanup of oil spills at residential properties. Successfully litigated and received civil penalties regarding violations of underground storage tank statutes and rules.
- Provide counsel to the Department of Environmental Services on CERCLA (Superfund) and the Brownfields Program.
- Defend the Department of Environmental Services in administrative appeals of permitting and enforcement decisions before the New Hampshire environmental councils.
- Provide counseling and litigation services to the Department of Environmental Services regarding solid waste facilities and permitting.
- Drafted briefs and a memorandum of law on behalf of the Department of Environmental Services before the New Hampshire Supreme Court.
- Counsel and represent various state agencies and bodies before the United States District Court for District of New Hampshire, in the superior courts, and in discovery proceedings on a wide range of issues.

United States District Court, District of New Hampshire January - May 2017

Legal Resident for Chief Judge Laplante

- Researched and wrote draft order on a motion to dismiss in an employment case.
- Wrote several memoranda and discussed trial and related litigation issues in chambers.

Hage Hodes, P.A. August - December 2016

Legal Resident

- Drafted complaints, objections, and motions for default judgment and a brief to the N.H. Supreme Court.

New Hampshire Department of Justice May - August 2016

Office of the Attorney General

Legal Intern, Civil Bureau

- Provided legal research and memoranda, wrote memorandum of law to the N.H. Supreme Court on an involuntary commitment appeal, and prepared a brief to the N.H. Supreme Court regarding a motion to sever charges for trial.



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Right-of-Way  
September 10, 2020

**REQUESTED ACTION**

The Department of Transportation wishes to place this item on the Consent Calendar.

Authorize the Department of Transportation to amend an item approved on April 17, 2019 (item #44A). That item was previously amended by an approval on May 20, 2020 (item #5A), increasing the number of appraisal firms from eight to nine.

This request is for authorization for the addition of Donald S. Welinsky *dba* Appraisal and Advisory Consultants (Vendor #333113) of Marshfield, MA, to prepare appraisals for property needed for transportation projects, effective upon Governor and Council approval through April 17, 2024. The addition would increase the number of appraisal firms from nine to ten. No new funding is required.

**EXPLANATION**

The purpose of this request is to enter into contract with one additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized eight appraisal firms, for a total cost of \$1,500,000.00 dollars (approved by Governor and Council on April 17, 2019, item #44A). An amendment to that item was approved on May 20, 2020 (item #5A) to add one additional firm bringing the total of firms to nine.

This request will authorize one additional firm that has since expressed interest, expanding the scope of available firms to a total of ten firms that could be engaged on short notice to complete appraisal assignments associated with transportation improvement projects. This will not increase the monetary amount previously approved or the terms of the previously approved contracts.

The Department of Transportation utilizes contract appraisers as needed to complete appraisal assignments associated with property acquisitions for transportation projects. Appraisals are required to establish values for purchasing property and property rights affected by transportation improvements. In addition, a second appraisal is required for a property with an acquisition cost of over \$1,000,000 due to Federal requirements. Requests for second appraisals may also come from the Department's Review

Appraiser, the Governor and Council, or the Layout Commissions. Occasionally, due to lack of comparable sales data, there are requests for third appraisals.

Individual appraisal assignments are allocated through a low bid process as described below. The process allows the Department to respond quickly and efficiently to project schedules, as well as to the needs of affected property owners anxious to see resolution of individual property issues. The process has been in place for several years and has been successful.

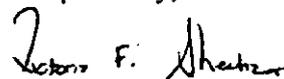
With Governor and Council approval, Appraisal and Advisory Consultants will serve in a pool of appraisers to provide appraisal services on an "as needed" basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms thought to be best qualified for the assignment will be sent a copy of the scope of work and asked to submit a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

Should the Department require a second appraisal of a parcel previously awarded under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged. The contracting officer will be the final judge as to assignments and this will be on a case-by-case basis.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Authorization is respectfully requested to enter into contract with the additional firm listed above to complete appraisal assignments for the statewide acquisition program to expire April 17, 2024 as outlined above.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/pfc  
Attachments

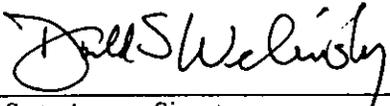
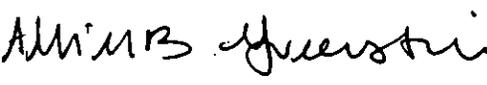
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>Department of Transportation</b>		1.2 State Agency Address <b>7 Hazen Drive Concord, NH 03301</b>	
1.3 Contractor Name <b>DONALD S. WELINSKY, MAI d.b.a. APPRAISAL AND ADVISORY CONSULTANTS</b>		1.4 Contractor Address <b>PO Box 708 Marshfield, MA 02050</b>	
1.5 Contractor Phone Number <b>617-633-3335</b>	1.6 Account Number <b>333113</b>	1.7 Completion Date <b>April 17, 2024</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>Victoria F. Sheehan, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature  Date: <b>8/26/20</b>		1.12 Name and Title of Contractor Signatory <b>Donald S. Welinsky, Principal</b>	
1.13 State Agency Signature  Date: <b>9/15/20</b>		1.14 Name and Title of State Agency Signatory <b>William Cass, Assistant Commissioner</b>	
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:  On: <b>10/1/2020</b>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

\*Appropriation is in the aggregate, to be shared by all firms that are part of the Statewide Appraisal Contract.

**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: 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 State access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 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.

EXHIBIT A

EXACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and in accordance with "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.

2.2. The measure of damage to the condemnee(s) is to be estimated by the use of all applicable approaches to value necessary to support the final estimate of the appraiser in accordance with RSA 498-A and the approaches as set forth in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee(s) is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, leases, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.

2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.

2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer all matters or questions of fact relative to or connected with the appraisal which give rise to dispute, dilemma or ambiguity and which are not clearly spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.

2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook for Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

EXHIBIT A (CONT'D)

2.6. The Appraiser will neither perform any appraisal service, nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

## EXHIBIT B

### METHOD AND AMOUNT OF PAYMENT:

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee in accordance with the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT's

discretion, unacceptable appraisal reports may be returned and no individual payment made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each appraisal report which is late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses which are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established in accordance with the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (\*) that the Appraiser spends at a hearing, pre-trial conference, trial or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(\*) day or part of day shall include the duration of a hearing, pre-trial conference or trial day.

EXHIBIT B (CONT'D.)

I do hereby agree to submit to the NHDOT complete appraisal reports in accordance with the "Appraisal Standards and Reports", for the following parcels of property for the individual amounts as indicated:

SCHEDULE OF APPRAISALS

<u>Parcel No.</u>	<u>Name of Owner</u>	<u>Type of Taking</u> (Partial or Complete)	<u>Type of Property</u>	<u>Before &amp; After Fee</u>
-------------------	----------------------	--	-------------------------	-------------------------------

N/A

THIS CONTRACT IS FOR THE PREPARATION OF APPRAISAL REPORTS AND RELATED EFFORTS WITHIN THE TIME FRAME SPECIFIED FOR INDIVIDUAL ASSIGNMENTS.

**EXHIBIT C**

**SPECIAL PROVISIONS**

**AMEND TO READ:**

12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; (State to be named as an additional insured); and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance as required by law.

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**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 APPRAISAL AND ADVISORY CONSULTANTS is a New Hampshire Trade Name registered to transact business in New Hampshire on August 25, 2020. 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: 849767

Certificate Number : 0004985251



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of August A.D. 2020.

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

William M. Gardner  
Secretary of State

# Donald S. Welinsky, MAI

APPRAISAL & ADVISORY CONSULTANTS

August 25, 2020

Paul Coddington, JD  
Chief of Administration  
Bureau of Right-of-Way  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Room 100  
Concord, NH 03302

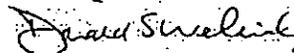
Dear Attorney Coddington,

Attached are the requested documents:

- ! "Certificate of Good Standing" (attached)
- ! Operate as a sole proprietor
- ! Insurance certificates (attached)
  - Errors and Omissions
  - General Liability
  - Automobile
- ! NH Certified General Appraisal License NHCG-825 (attached)
  - Expires 8/31/2022
- ! There has never been a disbarment of Donald S. Welinsky in any category anywhere
- ! Expert testimony is charged at \$250 per hour
- ! Business Name: Donald S. Welinsky, MAI d.b.a. Appraisal and Advisory Consultants
  - Physical Address: 15 Cross Street, Marshfield, MA 02050
  - Mailing Address: Post Office Box 708, Marshfield, MA 02050

Please advise if additional information is required.

Very truly yours,



Donald S. Welinsky, MAI  
New Hampshire Certified General  
Appraiser NHCG-825

Laura Davies, Chief Appraiser  
NH Department of Transportation  
Bureau of Right-of-Way  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

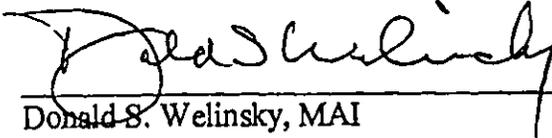
August 26, 2020

Dear Laura:

I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgment rendered against me by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

A copy of a Certificate of Good Standing from the NH Secretary of State is attached. A Certificate of Vote is not required as this is not a corporation.

My signature below serves as my attestation to these statements.

  
\_\_\_\_\_  
Donald S. Welinsky, MAI

11 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
42 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
NX insurance company of The Hartford Insurance Group shown below.  
SBM

**INSURER:** SENTINEL INSURANCE COMPANY, LIMITED  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
**COMPANY CODE:** A



**Policy Number:** 08 SBM NX4211 SB

### SPECTRUM POLICY DECLARATIONS

**Named Insured and Mailing Address:** DONALD WELINSKY  
(No., Street, Town, State, Zip Code)  
PO BOX 707  
MARSHFIELD MA 02050

**Policy Period:** From 03/18/20 To 03/18/21 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

**Name of Agent/Broker:** CLIPPERSHIP INSURANCE AGENCY  
**Code:** 088704

**Previous Policy Number:** 08 SBM NX4211

**Named Insured is:** INDIVIDUAL

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** NONE

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

---

**TOTAL ANNUAL PREMIUM IS:** \$544 MP  
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR  
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

---

Countersigned by *Susan J. Castaneda*  
Authorized Representative

01/07/20  
Date

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 08 SBM NX4211

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001            **Building:** 001

15 CROSS ST  
MARSHFIELD            MA 02050

**Description of Business:**

Appraisers

**Deductible:** NO COVERAGE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**

NO COVERAGE

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**

NO COVERAGE

**MONEY AND SECURITIES**

**INSIDE THE PREMISES**

NO COVERAGE

**OUTSIDE THE PREMISES**

NO COVERAGE

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 08 SBM NX4211**

<b>BUSINESS LIABILITY</b>	<b>LIMITS OF INSURANCE</b>
<b>LIABILITY AND MEDICAL EXPENSES</b>	<b>\$1,000,000</b>
<b>MEDICAL EXPENSES - ANY ONE PERSON</b>	<b>\$ 10,000</b>
<b>PERSONAL AND ADVERTISING INJURY</b>	<b>\$1,000,000</b>
<b>DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES</b>	<b>\$1,000,000</b>
<b>AGGREGATE LIMITS</b>	
<b>PRODUCTS-COMPLETED OPERATIONS</b>	<b>\$2,000,000</b>
<b>GENERAL AGGREGATE</b>	<b>\$2,000,000</b>
<b>EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01</b>	
<b>EACH CLAIM LIMIT</b>	<b>\$ 10,000</b>
<b>DEDUCTIBLE - EACH CLAIM LIMIT</b> <b>NOT APPLICABLE</b>	
<b>AGGREGATE LIMIT</b>	<b>\$ 10,000</b>
<b>RETROACTIVE DATE: 03182016</b>	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

<b>HIRED/NON-OWNED AUTO LIABILITY</b>	<b>\$1,000,000</b>
<b>CYBERFLEX COVERAGE</b> <b>FORM SS 40 26</b>	

**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 08 SBM NX4211**

**BUSINESS LIABILITY OPTIONAL COVERAGES  
(Continued)**

**LIMITS OF INSURANCE**

**UNMANNED AIRCRAFT LIABILITY  
IS EXCLUDED  
SEE FORM: SS 42 06**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2020

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

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

PRODUCER CLIPPERSHIP INSURANCE AGENCY 08088704 62 MAIN STREET KINGSTON MA 02364	CONTACT NAME:	
	PHONE (781) 585-2522 (A/C, No, Ext):	FAX (781) 585-9415 (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Sentinel Insurance Company Ltd.		11000
INSURED DONALD WELINSKY PO BOX 708 MARSHFIELD MA 02050-0708	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		08 SBM NX4211	03/18/2020	03/18/2021	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Each occurrence)	\$1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			08 SBM NX4211	03/18/2020	03/18/2021	COMBINED SINGLE LIMIT (Each accident)	\$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
A	EMPLOYMENT PRACTICES LIABILITY			08 SBM NX4211	03/18/2020	03/18/2021	E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. State of New Hampshire Department of Transportation is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Transportation 7 Hazen Drive Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan D. Castaneda</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/17/2020

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

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

<b>PRODUCER</b> CLIPPERSHIP INSURANCE AGENCY 08088704 62 MAIN STREET KINGSTON MA 02364	<b>CONTACT NAME:</b>	
	PHONE (781) 585-2522 (A/C, No, Ext):	FAX (781) 585-9415 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Hartford Fire Insurance Company	
	NAIC# 19682	
<b>INSURED</b> DONALD WELINSKY PO BOX 708 MARSHFIELD MA 02050-0708	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08 WEC AC5R2J	12/20/2019	12/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**
 Donald S. Welinsky  
 15 Cross St  
 Marshfield MA 02050
**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

*Susan S. Castaneda*

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**MAFFRE INSURANCE**

The Commerce Insurance Company  
Citation Insurance Company  
11 Gore Road, Webster, Massachusetts 01570

**BUSINESS AUTO COVERAGE FORM**

RENEWAL

12/20/19

Issued by Citation Insurance Company  
**ITEM ONE - Named Insured and Address**

KAREN I WELINSKY  
15 CROSS ST  
MARSHFIELD

MA 02050-3101

Office/Agent: 93V1  
Policy No: 19MMDCP388  
Producer Name and Address

CLIPPERSHIP INSURANCE AGCY  
(781) 585-2522  
62 MAIN STREET  
KINGSTON

MA 02364

POLICY PERIOD: Policy covers FROM 12/20/19 TO 12/20/20 12:01 A.M. Standard Time at the Named Insured's Address stated above

NAMED INSURED'S BUSINESS:  
FORM OF BUSINESS: OTHER

DIRECT-BILLED

COMMERCIAL

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "Autos" shown as covered "Autos". "Autos" are shown as covered "Autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

**LIABILITY INSURANCE**

COVERAGES	COVERED AUTOS <small>(Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form show which autos are covered autos)</small>	LIMIT The most we will pay for any one accident or loss	PREMIUM
Compulsory Bodily Injury	7	\$ 20,000 Each Person \$ 40,000 Each Accident	144.00
Personal Injury Protection	7	\$ 8,000 Each Person	21.00
Optional Bodily Injury	7	Combined Single Limit SEE SCHEDULE Each Occurrence	521.00
Property Damage (COMPULSORY LIMIT \$5,000)	7	Combined Single Limit Each Occurrence	INCLUDED
Auto Medical Payments Insurance		Each Person	0.00
Uninsured Motorists (COMPULSORY LIMITS \$20,000/\$40,000)	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	6.00
Underinsured Motorists	7	SEE SCHEDULE Each Person SEE SCHEDULE Each Accident	32.00

**PHYSICAL DAMAGE INSURANCE**

Actual Cash Value or cost of repair, whichever is less, minus the deductible for each Covered Auto.

Comprehensive Coverage	7	SEE SCHEDULE Deductible	138.00
Specified Causes of Loss		Deductible	
Collision Coverage	7	SEE SCHEDULE Deductible	412.00
Limited Collision Coverage		Deductible	0.00
Loss of Use - Rental Reimbursement			0.00
Towing and Labor			0.00

Forms and Endorsements attached to this Coverage Form:

CA 00 01 03 06 1L 00 21 04 98  
1L 00 17 11 98 MM 99 11 10 11

PREMIUM FOR ENDORSEMENTS	
*ESTIMATED TOTAL PREMIUM	1,274.00

\* This policy may be subject to final audit.

SEE ADDITIONAL INFORMATION

Countersigned by: \_\_\_\_\_ Authorized Representative

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	

BUSINESS AUTO COVERAGE FORM  
SCHEDULE  
RENEWAL

12/20/19

Office/Agent: 93V1  
Policy No: 19MMDCP388

Experience Modifications: Liability 1.00% Comprehensive 1.00% Collision 1.00% Rating ID 7

All Other Modifications: Liability 0.90% Comprehensive 0.90% Collision 0.90%

Company Use Fields: A - B - C - 8999 D - D  
E - F - T -  
G -

Additional Information:

C 111 10 08  
MM 99 23 09 98  
CA 23 86 01 06

PASSIVE RESTR APPLIED  
MM 99 54 09 98  
MM 99 17 09 98  
CIC 957 10 06

POLICY ASSEMBLY ENDORSEMENTS ATTACHED:

CA 00 01 03 06 IL 00 17 11 98 IL 00 21 04 98 C 111 10 08  
MM 99 54 09 98 MM 99 11 10 11 MM 99 23 09 98 MM 99 17 09 98  
CA 23 86 01 06 CIC 957 10 06

Driver Information:

Drv. No.	Driver Name	Date of Birth	License Number	State
1	WELINSKY DONALD S	**/**/42	*****3862	MA
2	WELINSKY KAREN I	**/**/44	*****9545	MA

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	

Office/Agent: 93V1  
 Policy No: 19MMDCP388

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE INFORMATION  
 DESCRIPTION

Auto No.	Year	Make	Model	Cost New	Size GVW, GCW or Vehicle Seating Capacity	Territory Town and State Where the Covered Auto will be Garaged Territory/Premium Town/Zip
1	15	INFI	Q40	35550		MARSHFIELD 07/039
		Vehicle Identification Number (VIN)				
		JN1CV6AR2FM520896				

Auto No.	Use	Symbol	Age	Class	CLASSIFICATION Radius	Mobile Equipment	Inspect Code	Limit Per Disablement	Loss of Use Amount/Days
1		8	06	739100			9		

LIABILITY LIMITS (\* Limit(s) In Thousands)

Auto No.	Compulsory Bodily Injury \$20,000/\$40,000	Personal Injury Protection \$8,000 Each Person	Optional Bodily Injury		Property Damage (Compulsory Limit \$5,000)			Auto Medical Payments		Uninsured Motorists (Compulsory Limits \$20,000/\$40,000)		Underinsured Motorists	
			*Limit	Premium	*Limit	Ded.	Premium	Limit	Premium	*Limit	Premium	*Limit	Premium
1	144	21	CSL 1000	521	CSL		INCL			100 300	6	100 300	32

PHYSICAL DAMAGE

Auto No.	@ Value Type and Limit	** Specified Causes of Loss			Comprehensive		Collision		Limited Collision		*** Waiver of Ded.	*** Loss of Use	*** Towing and Labor
		Cov.	Ded.	Premium	Ded.	Premium	Ded.	Premium	Ded.	Premium			
1	ACV				500	138	500	412			9 YES		

\*\* F - Fire Coverage, T - Theft Coverage, F & T - Fire and Theft Coverage, CAC - Combined Additional Coverage  
 \*\*\* YES Designates Waiver of Deductible/Loss of Use/Towing and Labor applies.  
 ## Designates Policy Level Additional Insured-Lessor applies.  
 @ Designate whether Actual Cash Value, Stated Amount or Agreed Value and, except for ACV, the Limit of Liability.

no No.	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of loss.

STAT CODES

UTO NO.	CAR ID	TYPE RISK	PIP		BI	PD	LIABILITY LIMITS				PHYSICAL DAMAGE				EXP.	P R		
			COV.	DED.			MED	U1	U2	BCC	COLL	LOSS OF USE	O.T.C.	AGE			SYM	ATD
1	0	1	1	01	18	0	0	08	08	0	016		037	6	8	0	12	1

BATCH	SEQ.	REP	CURR DATE	AGENT	RUN SEQ.	END NO.	F	LAST DATE	CDT
Z30	802	W	308	1	002313	001	V	290	



**LIA Administrators & Insurance Services**  
**APPRAISAL AND VALUATION**  
**PROFESSIONAL LIABILITY INSURANCE POLICY**



**DECLARATIONS**

**ASPEN AMERICAN INSURANCE COMPANY**  
 (A stock insurance company herein called the "Company")  
 175 Capitol Blvd. Suite 100  
 Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
06/02/2020	AAI001302-06	AAI001302-05

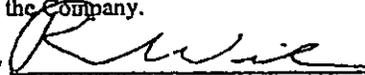
**THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.**

**Item**

1. Customer ID: 122432 Named Insured: APPRAISAL & ADVISORY CONSULTANTS Donald S. Welinsky, MAI 15 Cross St. Marshfield, MA 02050	
2. Policy Period: From: 06/04/2020 To: 06/04/2021 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1,000 Each Claim	
4. Retroactive Date: 06/04/2010	
5. Inception Date: 06/04/2015	
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate	
7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652	
8. Annual Premium: \$916.00	
9. Forms attached at issue: LIA002 (12/14) LIA MA (03/15) LIA012 (12/14) LIA013 (10/14) LIA018 (10/14)	

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

06/02/2020  
Date

By   
Authorized Signature

LIA-001 (12/14)

Aspen American Insurance Company

# Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: APPRAISAL & ADVISORY CONSULTANTS  
Donald S. Welinsky, MAJ

Policy Number: AAI001302-06  
Effective Date: 06/04/2020  
Customer ID: 122432

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL APPRAISAL ENDORSEMENT

In consideration of the premium charged, it is agreed that the Insureds identified below have been approved by the Company to perform Professional Services involving Commercial Property.

**Insured**

**Effective Date of Approval**

Donald S. Welinsky

06/04/2020

Exclusion (N) remains unchanged and effective, however, unless the Insured identified is approved for Professional Services involving undeveloped or vacant land whose proposed use is for multiple unit single-family housing developments, condominium developments, co-operative housing developments or apartment developments consisting of 10 units or more.

All other terms, conditions, and exclusions of this Policy remain unchanged.

# Appraisal and Valuation Professional Liability Insurance Policy



Named Insured: APPRAISAL & ADVISORY CONSULTANTS  
Donald S. Welinsky, MAI

Policy Number: AAI001302-06  
Effective Date: 06/04/2020  
Customer ID: 122432

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL COVERED APPRAISERS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date	Principal/Owner, Appraiser or Trainee
Donald S. Welinsky	06/04/2020	Principal/Owner

All other terms, conditions, and exclusions of this Policy remain unchanged.

QUALIFICATIONS OF  
DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2021; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2020

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys  
Boston Edison

Brockton Redevelopment Authority  
Massachusetts Electric

Town of Plymouth, MA  
Massachusetts Bay Transportation Authority  
Duxbury Housing Authority  
Ford Motor Company  
O.R.Colan LLC  
Leggat, McCall Appraisal  
Dighton Industries  
R.M. Bradley & Company  
Texaco  
Power Test  
Atlantic Richfield  
Salvation Army  
Town of Plymouth, MA  
Mack Truck  
Bank of Boston  
Mass. Housing Finance Agency  
Town of Abington, MA  
Bechtel/Parson Brinckerhoff  
Central Artery/Tunnel  
Tyco, International  
Fay, Spofford & Thorndike  
Worcester Regional Transit Authority (WRTA)  
CDM Smith, Inc.

Town of Marshfield, MA  
TeleCom City Project  
Halifax Housing Authority  
State of Rhode Island  
Department of Transportation  
Midas Realty Corporation  
International Paper  
Commonwealth of Massachusetts  
Exec. Office of Transportation  
Department of Agriculture  
Department of Transportation  
Office of Attorney General  
Town of Pembroke  
U.S. Department of Interior  
Fleet National Bank  
Town of Bedford, MA  
City of Worcester, MA  
Nature Conservancy  
VHB (Vauasse Hangen Brustlin)  
Malden Redevelopment Authority  
TranSystems Inc.  
BETA Group, Inc.  
Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro, Malden,  
Revere, Everett, MA  
Easements (Encumbrance Valuations)  
Electric Transmission  
Archeological  
Gas Transmission  
Railroad  
Agricultural Preservation Restrictions  
Highway Right-of-Way  
Avigation  
Eminent Domain  
Contaminated Properties  
Leasehold Valuations  
Multi-family and Condominium Projects  
Low Income and Affordable Multi-family Housing

Shopping Centers  
Mixed Use (Office Towers, Shopping Mall, & Garage)  
Office Buildings  
Sports Facilities  
    Railroad Terminal & Arena  
    NFL Stadium  
    Jai Alai Fronton  
    Tennis & Health Clubs  
Warehouse & Industrial  
    Mini Warehouses  
    Processing Plants  
    Manufacturing Plants  
    Research & Development  
Marina & Waterfront Development  
Banking Facilities  
Major Military Installation  
Cranberry Bogs  
Residential Subdivisions  
Automobile Dealerships  
Automobile Car Washes  
Truck Sales Distribution and Repair  
Nursing Homes  
Hotels and Motels  
Gasoline Service Stations  
National Seashore Park Acquisitions

Consulting:

Land Utilization and Marketability Studies (LUM)  
Buyer Origination Study  
Highest and Best Use  
Financial Optimization  
Ad Valorem and Equalization Analysis  
FNMA Condominium Analysis  
Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: DONALD S WELINSKY



Certificate No: NHCG-825

EXPIRATION DATE: 08/31/2022

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: DONALD S WELINSKY



Certificate No:  
NHCG-825

EXPIRATION DATE:  
08/31/2022

For additional information please contact the Board office at [colleen.giffin@oplcr.nh.gov](mailto:colleen.giffin@oplcr.nh.gov) or visit our web site at <http://www.oplc.nh.gov/real-estate-appraisers/index.htm>

# Donald S. Welinsky, MAI

APPRAISAL & ADVISORY CONSULTANTS

August 25, 2020

Paul Coddington, JD  
Chief of Administration  
Bureau of Right-of-Way  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Room 100  
Concord, NH 03302

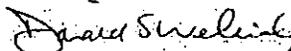
Dear Attorney Coddington,

Attached are the requested documents:

- ! "Certificate of Good Standing" (attached)
- ! Operate as a sole proprietor
- ! Insurance certificates (attached)
  - Errors and Omissions
  - General Liability
  - Automobile
- ! NH Certified General Appraisal License NHCG-825 (attached)
  - Expires 8/31/2022
- ! There has never been a disbarment of Donald S. Welinsky in any category anywhere
- ! Expert testimony is charged at \$250 per hour
- ! Business Name: Donald S. Welinsky, MAI d.b.a. Appraisal and Advisory Consultants
  - Physical Address: 15 Cross Street, Marshfield, MA 02050
  - Mailing Address: Post Office Box 708, Marshfield, MA 02050

Please advise if additional information is required.

Very truly yours,



Donald S. Welinsky, MAI  
New Hampshire Certified General  
Appraiser NHCG-825



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

MAY 05 '20 12:41 PM



William Cass, P.E.  
Assistant Commissioner

Jan.  
5A

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

Bureau of Right-of-Way  
April 14, 2020

**REQUESTED ACTION**

The Department of Transportation wishes to place this item on the Consent Calendar.

Authorize the Department of Transportation to amend an item approved on April 17, 2019, item #44A, by increasing the number of appraisal firms from eight to nine with the addition of Marsha M. Campaniello dba MMC Appraisal Services (Vendor #317195) of Concord, NH, to prepare appraisals for property needed for transportation projects effective upon Governor and Council approval through April 17, 2024. No new funding is required.

**EXPLANATION**

The purpose of this request is to enter into contract with one additional appraisal firm to expand the pool of contracted appraisers in the Statewide Acquisition Program. A previously approved Governor and Council item authorized eight appraisal firms, for a total cost of \$1,500,000.00 dollars (approved by Governor and Council on April 17, 2019, item #44A). This request will authorize one additional firm that has since expressed interest, expanding the scope of available firms to a total of nine firms that could be engaged on short notice to complete appraisal assignments associated with transportation improvement projects. This will not increase the monetary amount previously approved or the terms of the previously approved contracts.

The Department of Transportation utilizes contract appraisers as needed to complete appraisal assignments associated with property acquisitions for transportation projects. Appraisals are typically required to establish values for purchasing property and property rights affected by transportation improvements. In addition, a second appraisal is required for a property with an acquisition cost of over \$1,000,000 due to Federal requirements. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council, or the Layout Commissions. Occasionally, due to lack of comparable sales data, there are requests for third appraisals.

Individual approval assignments are allocated through a low bid process as described below. The process allows the Department to respond quickly and efficiently to project schedules, as well as to the needs of affected property owners anxious to see resolution of individual property issues. The process has been in place for several years and has been successful.

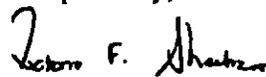
With Governor and Council approval, MMC Appraisal Services will serve in a pool of appraisers to provide appraisal services on an "as needed" basis. When an appraisal is required, the approved firms will be considered relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms thought to be best qualified for the assignment will be contacted and asked for a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

Should the Department require a second appraisal of a parcel previously awarded under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged. The contracting officer will be the final judge as to assignments and this will be on a case-by-case basis.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Authorization is respectfully requested to enter into contract with the additional firm listed above to complete appraisal assignments for the statewide acquisition program to expire April 17, 2024 as outlined above.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/SGL/pfc  
Attachments

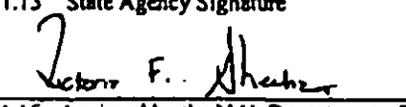
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>PO BOX 483 7 HAZEN DRIVE CONCORD NH 03302</b>	
1.3 Contractor Name <b>MARSHA M. CAMPANIELLO dba MMC APPRAISAL SERVICES</b>		1.4 Contractor Address <b>5 PARTRIDGE ROAD CONCORD NH 03301</b>	
1.5 Contractor Phone Number <b>(603) 490-1427</b>	1.6 Account Number <b>317195</b>	1.7 Completion Date <b>April 17, 2024</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature  Date: <b>4/1/2020</b>		1.12 Name and Title of Contractor Signatory <b>Marsha M. Campaniello, Principal</b>	
1.13 State Agency Signature  Date: <b>4/29/2020</b>		1.14 Name and Title of State Agency Signatory <b>Victoria Sheehan, Commissioner</b>	
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: <b>Ann B. Greenstein</b> On: <b>4/30/20</b>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

\*Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

Contractor Initials **MMC**  
Date **4/1/2020**

**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.

**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 Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

Contractor Initials: MMC  
Date: 9/1/2020

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 State 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.

## EXHIBIT A

### ACT SERVICES REQUIRED BY THE CONTRACTOR (APPRAISER) ARE:

- 2.1. The Appraiser covenants and agrees to create and update written appraisal(s) of certain parcel(s) of property and in accordance with "The New Hampshire Department of Transportation Right-of-Way Manual, Appraisal Standards and Reports Section" on file with the Department of Transportation, ("NHDOT") and any amendments thereto, and made a part hereof. All appraisals shall meet the requirements of the New Hampshire Appraisal Board, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Standards of Professional Appraisal Practice promulgated by The Appraisal Foundation. All appraisals will be submitted in both written and PDF format. The appraiser agrees to respond to any written review of their appraisal by the State's reviewer within 10 working days of receipt. The response will consist of a letter addressing each question asked by the State's reviewer, any corrected pages of the appraisal with the changes highlighted, plus the revised written appraisal.
- 2.2. The measure of damage to the condemnee(s) is to be estimated by the use of all applicable approaches to value necessary to support the final estimate of the appraiser in accordance with RSA 498-A and the approaches as set forth in the "Appraisal Standards and Reports", above referenced. The use of or the omission of any approach shall be justified as part of the Appraisal Report by the Appraiser. The Appraiser further covenants and agrees that the measure of damage to the condemnee(s) is to be determined by appraising the "Market Value" of the property and/or property interest(s) taken including improvements, if any, before the taking; and the "Market Value" of the remaining property, including improvements and/or property interest(s), if any, after the taking, in light of any environmental contamination, liens, encumbrances, easements, or other encumbrances affecting the market value of the property in the before and after scenarios. The difference, if any, between the two values represents the measure of damages.
- 2.3. The Appraiser will, if required by the NHDOT, appear before any board or court to justify, testify, and defend their appraisal.
- 2.4. The Appraiser will refer to the NHDOT Contracting Officer or assignees of the NHDOT Contracting Officer all matters or questions of fact relative to or connected with the appraisal which give rise to dispute, dilemma or ambiguity and which are not clearly spelled out, described and determined by this contract or the standard practices of the profession; and the NHDOT Contracting Officer or assignee shall resolve the question or dispute by written instruction to the Appraiser.
- 2.5. The report(s) shall not include damages for items generally non-compensable under established State law. Requirements relative to consideration of benefits as outlined in the "Handbook for Highway Land Damage Commissions" revised February 18, 1964, prepared by the Office of the Attorney General, shall be followed. A copy is available for inspection at NHDOT ROW Section.

2.6. The Appraiser will neither perform any appraisal service, nor assist in the same, for the owner of any land or interest therein which has been in any way affected pecuniarily by this project, without prior approval of the NHDOT. This prohibition shall remain in effect until final disposition of all claims arising from the project.

2.7. Appraisal assignment, title, date signed by, are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

2.8. NHDOT fee appraiser selection procedures are hereby incorporated herein. The policy is available for inspection at NHDOT ROW Section.

**EXHIBIT B**

**METHOD AND AMOUNT OF PAYMENT:**

5.1.1. The NHDOT agrees to pay the Appraiser the quoted and accepted appraisal fee in accordance with the terms of the appraisal assignment. The Appraiser agrees to receive said sum as full compensation for furnishing all materials and labor which may be required in the preparation of the appraisal under this Contract and the attachments hereto. Payment is to be made by the State on the following basis for all contracts:

(a) Fifty (50%) percent of the quoted fee for each appraisal report upon the delivery of an acceptable appraisal and submission of a bill for the total amount. At the NHDOT's discretion, unacceptable appraisal reports may be returned and no individual payment made until the appraisal report is re-submitted in an acceptable form.

(b) Fifty (50%) percent of the total following review and acceptance by the State Reviewer and concurrence in the acceptance of an adequately documented appraisal report by the U. S. Department of Transportation, or within sixty (60) days after completion of State Review, whichever is sooner.

(c) For each appraisal report which is late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day beyond the agreed upon appraisal completion date until the appraisal report is received.

(d) For appraisal review responses which are late, the appraiser will be assessed a penalty of twenty-five (25%) percent of the approved day rate for each workday beyond the calculated appraisal review response completion date. This date, to be determined by the Chief Right-of-Way Appraiser and identified in each appraisal review sent to the Appraiser, is established in accordance with the Appraisal Report Requirements identified in Exhibit A paragraph (1) of this Contract.

5.1.2. The NHDOT agrees to pay the Appraiser for all expenses incurred for each day or part of a day (\*) that the Appraiser spends at a hearing, pre-trial conference, trial or drafting appraisal update called for by the Attorney General's Office. For any appraisal update that is not completed and submitted within sixty (60) days of when it is

requested by the Attorney General's Office, the Appraiser shall be assessed a penalty of twenty-five (25%) percent of the approved day rate for each work day the update is late.

The NHDOT and the Appraiser mutually agree that in case there may be major changes in the scope or character of the work to be performed under this contract, such changes shall be made in the individual amounts as stated under the "Schedule of Appraisals" by negotiated increases or decreases in said amounts. Or if work is added, such additional amounts as may be required shall be determined by negotiation and payment made at the agreed upon amounts.

(\*) day or part of day shall include the duration of a hearing, pre-trial conference or trial day.

**EXHIBIT B (CONT'D.)**

(I)/(WE) do hereby agree to submit to the NHDOT complete appraisal reports in accordance with the "Appraisal Standards and Reports", for the following parcels of property for the individual amounts as indicated:

**SCHEDULE OF APPRAISALS**

<u>Parcel No.</u>	<u>Name of Owner</u>	<u>Type of Taking</u> (Partial or Complete)	<u>Type of Property</u>	<u>Before &amp; After Fee</u>
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N/A

THIS CONTRACT IS FOR THE PREPARATION OF APPRAISAL REPORTS AND RELATED EFFORTS WITHIN THE TIME FRAME SPECIFIED FOR INDIVIDUAL ASSIGNMENTS.

**EXHIBIT C**

**SPECIAL PROVISIONS**

**AMEND TO READ:**

12. Notwithstanding the provisions of paragraph 12. of the P37 the Contractor may hire a subcontractor to perform services under this contract with the prior written consent of the state including persons who have contractual agreements with the State.
- 14.1.1 Commercial or comprehensive general liability insurance against all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per claim and \$1,000,000 per aggregate; (State to be named as an additional insured); and
- 14.1.2 Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$100,000 combined single limit; and
- 14.1.3 Professional liability (errors and omissions) insurance coverage of not less than \$500,000 per occurrence and \$500,000 per aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000; and
- 14.1.4 Workers' compensation and employer's liability insurance as required by law.

# 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 MMC APPRAISAL SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on April 24, 2019. 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: 818629

Certificate Number: 0004877649



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

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## MMC APPRAISAL SERVICES

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5 Partridge Road  
Concord, NH 03301  
Telephone (603) 490-1427

March 27, 2020

Paul F. Coddington, JD  
Chief of Administration  
Bureau of Right-of-Way  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Room 100  
Concord, NH 03302-0483

Re: Marsha M. Campaniello  
DBA MMC Appraisal Services

Dear Paul,

Per your request, I am submitting this letter identifying my business as a sole proprietorship and therefore it is not necessary for me to submit a Certificate of Vote authorizing the company to bid on contracts with the state.

Regards,



Marsha Campaniello  
Owner  
MMC Appraisal Services

---

Policy Number: MWH00001020508  
 Billing Type: 4 Pay



Homeowners Policy Declarations Page  
 Form 6288 (02-08)

Amendment Declarations Page for policy number: MWH00001020508  
 Reason: effective 06/26/2019.

Policy Period: 05/23/2019 to 05/23/2020 12:01 a.m. standard time at the insured property location.

Named Insured's Mailing Address	Insured Property Location	Policy Agency
MARSHA CAMPANIELLO 5 PARTRIDGE RD CONCORD, NH 03301	5 PARTRIDGE RD CONCORD, NH 03301	BELLOWS-NICHOLS AGENCY, INC. PO BOX 299 PETERBOROUGH, NH 03458 (603) 924-7155

Deductible: \$1,000.00 In case of Loss under Section I, we cover only that part of the loss over the deductible stated.

Credits - You qualify for the discounts listed below:

LOSS FREE CREDIT	DEDUCTIBLE ADJUSTMENT
PREMISES ALARM/FIRE PROTECTION - PROTECTIVE DEVICES	
*These discounts are included in your policy premium	

Coverage	Coverage Limit	Premium
<b>Section I - Property</b>		
COVERAGE A - DWELLING	\$293,000	\$630.00
COVERAGE B - OTHER STRUCTURES	\$28,224	Included
COVERAGE C - PERSONAL PROPERTY	\$205,000	Included
COVERAGE D - LOSS OF USE	\$59,000	\$2.00
<b>Section II - Liability</b>		
COVERAGE E - PERSONAL LIABILITY	\$500,000	Included
COVERAGE F - MEDICAL PAYMENTS COVERAGE	\$5,000	Included
<b>Additional Coverages</b>		
IDENTITY THEFT RESOLUTION SERVICE, MW 06 11/2009		Included
LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE, HO 04 31 04/2002		Included
IDENTITY FRAUD, HO 04 55 03/2003		\$35.00
INFLATION GUARD, MW-243-04/1984		Included
ADDITIONAL INSURED - RESIDENCE PREMISES, MW-41-04/1984		Included
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE, MW-90 04/1984		\$3.00
<b>Total Annual Premium</b>		<b>\$670.00</b>

Date Processed: 07/02/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2020

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

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

<b>PRODUCER</b> LIA ADMINISTRATORS & INS SERVICES 72255332 PO BOX 1319 SANTA BARBARA CA 931021319	<b>CONTACT NAME:</b>	
	PHONE (800) 334-0652 (A/C, No, Ext):	FAX (805) 962-0652 (A/C, No):
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
INSURER A: Hartford Underwriters Insurance Company		30104
<b>INSURED</b> MARSHA M. CAMPANELLO DBA MMC APPRAISAL SERVICES 5 PARTRIDGE RD CONCORD NH 03301-7888	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		72 SBM AFB NJT	03/27/2020	03/27/2021	EACH OCCURRENCE \$500,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RERED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Data Breach - Defense & Lib Covg			72 SBM AFB NJT	03/27/2020	03/27/2021	Limit \$50,000

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

Those usual to the insured's Operations.

**CERTIFICATE HOLDER**State of New Hampshire  
7 HAZEN DR  
CONCORD NH 03301-6502**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

*Susan J. Castaneda*

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

April 1, 2020

MARSHA M. CAMPANIELLO  
5 PARTRIDGE RD  
CONCORD NH 03301

**Policy Information:**

<b>Policy Number:</b>	72 SBM AF9NJT
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**Contact Us**

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Business Service Center  
Business Hours: Monday - Friday  
(7AM - 7PM Central Standard Time)  
Phone: (866) 467-8730  
Fax: (888) 443-6112  
Email: [agency.services@thehartford.com](mailto:agency.services@thehartford.com)  
Website: <https://business.thehartford.com>

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C. WHO IS AN INSURED:

##### Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (1) In the performance of your ongoing operations; or
  - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

#### B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".



# Policy Change: Business Owner's Policy

**Policy Number:** 72 SBM AF9NJT

**Policy Period:** 03/27/2020 to 03/27/2021

**Named Insured and Mailing Address:**

Marsha M. Campaniello,  
MMC APPRAISAL SERVICES,  
5 PARTRIDGE RD,  
CONCORD, NH 03301-7886

**Policy Change Number:** 1

**Policy Change Effective Date:** 04/14/2020,  
Effective hour is the same as stated in the  
Declarations Page of the Policy.

**Coverage Parts Affected:**

Common  
Liability

**Insurer:**

Hartford Underwriters Insurance Company, a  
property and casualty company of The  
Hartford

One Hartford Plaza, Hartford, CT 06155

**Name of Agent/Broker:**

LIA ADMINISTRATORS & INS SERVICES  
PO BOX 1319  
SANTA BARBARA, CA 931021319

**Code:** 72255332

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is an additional premium in the amount of **\$22**

\*Price is subject to fees and surcharges

Countersigned by:

*Susan J. Castaneda*

04/14/2020

Authorized Representative

Date



# Policy Change: Business Owner's Policy

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	Liability

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name
State of New Hampshire Department of Transportation

Premium associated with this Policy Change has pro rata factor 0.950.



LIA Administrators & Insurance Services



ASPEN

APPRAISAL, VALUATION AND PROPERTY SERVICES  
PROFESSIONAL LIABILITY INSURANCE POLICY

DECLARATIONS - NEW HAMPSHIRE

Aspen American Insurance Company

(Referred to below as the "Company")

590 Madison Avenue, 7th Floor  
New York, NY 10022  
877-245-3510

Date Issued	Policy Number	Previous Policy Number
3/31/2020	AAI010071-01	

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 170611  
 Named Insured:  
 MMC APPRAISAL SERVICES  
 Martha M. Campaniello  
 5 Partridge Rd  
 Concord, NH 03301

2. Policy Period: From: 03/27/2020 To: 03/27/2021  
 12:01 A.M. Standard Time at the address stated in 1 above.

3. Deductible: \$1000 Each Claim

4. Retroactive Date: 03/27/2020

5. Inception Date: 03/27/2020

6. Limits of Liability: A. \$500,000 Each Claim  
 B. \$500,000 Aggregate

Subpoena Response: \$5,000 Supplemental Payment Coverage  
 Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage  
 Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage  
 Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	(If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	(If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$871.00
10.	Forms attached at issue: LIA002 (04/19) LIA NH (09/19) LIA012 (05/19) LIA122 (05/19) LIA164 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

03/31/2020

Date



By

Authorized Representative

Product Information

LIA Administrators & Insurance Services

Name of Authorized Agent Broker: Robert C. Wiley

Address: 1600 Anacapa Street Santa Barbara, CA 93101

# Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: MMC APPRAISAL SERVICES  
Marsha M. Campanicillo

Policy Number: AA1010071-01  
Effective Date: 03/27/2020  
Customer ID: 170611

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV. DEFINITIONS (I) "Insured" is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named Insured:

Name	Coverage Effective Date
Marsha M. Campanicillo	03/27/2020

All other terms, conditions, and exclusions of this Policy remain unchanged.

BELLOWS-NICHOLS AGCY  
PO BOX 299  
PETERBOROUGH, NH 03458

**PROGRESSIVE**  
AUTO

MARSHA CAMPANIELLO  
5 PARTRIDGE RD  
CONCORD, NH 03301

Policy Number: 31626851

Underwritten by:

Progressive Northern Insurance Co

March 27, 2020

Policy Period: Dec 16, 2019 - Dec 16, 2020

Page 1 of 2

1-603-924-7155

BELLOWS-NICHOLS AGCY

Contact your agent for personalized service.

progressiveagent.com

Online Service

Make payments, check billing activity, update  
policy information or check status of a claim.

1-800-274-4499

To report a claim.

## Auto Insurance Coverage Summary

This is a copy of your  
Declarations Page

Your coverage began on December 16, 2019 at 12:01 a.m. This policy expires on December 16, 2020 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611A NH (12/15). The contract is modified by form A233 NH (03/17).

### Drivers and resident relatives

	Date of birth	Gender	Marital status
Marsha Campaniello	May 12, 1952	Female	Single
Additional information:	Named insured, rated		

### Outline of coverage

2017 TOYOTA PRIUS 4 DOOR SEDAN

VIN: JTDKARFU3H3535273

Garaging ZIP Code : 03301 Territory: 28

Primary use of the vehicle: Commute

Length of vehicle ownership when policy started or vehicle added: At least 1 month but less than 1 year

This vehicle is currently enrolled in the Snapshot<sup>SM</sup> Program.

	Limits	Deductible	Premium
Liability To Others			\$199
Bodily Injury and Property Damage Liability	\$500,000 combined single limit each accident		
Uninsured/Underinsured Motorist	\$500,000 combined single limit each accident		18
Medical Payments	\$10,000 each person		20
Comprehensive	Actual Cash Value	\$100	33
Collision	Actual Cash Value	\$500	206
Rental Reimbursement	up to \$40 each day/maximum 30 days		18
Roadside Assistance			10
Total 12 month policy premium			\$504.00

### Premium discounts

Policy

31626851

Five-Year Accident Free, Five-Year Claim Free, Home Owner, Continuous  
Insurance: Diamond, Paperless, Paid In Full and Three-Year Safe Driving

Vehicle

2017 TOYOTA  
PRIUS

Smart Technology Discount and Snapshot Driving

Smart Technology Discount <sup>SM</sup> is a service mark of Progressive Casualty Ins. Co.

**Company officers**



Secretary

**For company use only**

Year	Make	Model	VIN	Make	Model	Style	Auxiliary
2017	TOYOTA	PRIUS	JTDKARFU3H3535273	TY	PR	44	XX

**REAL ESTATE APPRAISAL QUALIFICATIONS  
OF  
MARSHA M. CAMPANIELLO**

**License**

State of New Hampshire

Certified General Appraiser  
(#NHCG-675)

**Education:**

Real Estate Appraisal courses completed and exams passed:

Basics of Real Estate Appraisal (AC 110)  
Appraisal Procedures (AC 120)  
Uniform Standards of Professional Appraisal Practice  
Appraising Income Properties  
Advanced Income Property Appraising  
Advanced Issues in Appraising  
GIS Applications for Real Estate Appraisers  
Analyzing Operating Expenses  
Federal Land Acquisition Appraising  
Subdivision Valuation

As of the date of this report, I, Marsha M. Campaniello, have completed the requirements under the continuing education program as required for NH Certified General Appraiser.

University of New Hampshire  
Durham, New Hampshire  
Field of Study: Social Psychology

Keene State College  
Keene, New Hampshire  
Field of Study: Microeconomics

**Professional Experience:**

2020 – Present	MMC APPRAISAL SERVICES Concord, NH
2002 – 2020	MMC APPRAISAL SERVICES, affiliated with FREMEAU APPRAISAL, INC. Manchester, New Hampshire
1994 – 2002	EASTPOINT TECHNOLOGIES, LLC Bedford, New Hampshire
1991 – 1994	CHITTENDEN BANK Putney, Vermont
1990 – 1991	COMPUTER & NETWORK SERVICES and DESKTOP EXPRESSIONS Peterborough, New Hampshire
1990	JOHN BROWN LIMITED, INC. Peterborough, New Hampshire

Professional Experience (Cont'd):

1983 – 1990

GRANITE BANK  
Peterborough, New Hampshire

1975 – 1977

KIEL AND FREEMAN, ATTORNEYS AT LAW  
Springfield, Vermont

Affiliations

2006 - Present

Investment Real Estate Roundtable – Member

Qualified Expert Witness (Testimony & Depositions)

- Hillsborough County Superior Court
  - Roberts, et al v. Roberts, et al – Mediation Expert Witness
- Merrimack County Family Court
  - Sanborn and Bart – Court Testimony
- Merrimack County Superior Court
  - So. NH University v. Altenburg, et al – Mediation Expert Witness
  - Mulligan v. Town of Henniker – Court Testimony
- Middlesex County (Mass.) Superior Court
  - Levesque, et al v. Dram Cup Hill, Inc. et al – Court Testimony
- Mediation re: Tax Abatement
  - Smokestack Realty LLC v. City of Concord – Expert Witness
  - American Fences, Inc. v. Town of Hooksett - Expert Witness
- Rockingham County Probate Court – Petition to Partition
  - Dawson v. Dawson – Settlement Proceedings; Expert Witness
- Zoning Board of Adjustment – Hearing Testimony
  - Aquarion Water Co./Eversource v. Town of Hampton
  - US Cellular v. Town of North Hampton
  - Industrial Communications v. Town of Epping
  - Industrial Communications v. Town of East Kingston
- NH Board of Tax and Land Appeals
  - KGI Gorham, LLC v. Town of Gorham – Hearing Testimony
  - Palm Square, LLC. v. State of NH DOT – Hearing Testimony
  - Hinsdale Real Estate Development Inc. v. Town of Hinsdale – Hearing Testimony
  - State of NH v. Rosewood Estates Assoc., Inc., et al – Hearing Testimony
  - State of NH v. Labonte Revocable Trust of 2011, et al – Hearing Testimony & Expert Witness
  - State of NH v. Labonte Investment Realty, LLC – Hearing Testimony & Expert Witness
- Deposition Re: Tax Abatement
  - NH Sportsplex v. Town of Bedford
- US District Court (NH)
  - US Cellular v. Town of Bow – Declaration for Plaintiff

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED GENERAL APPRAISER  
ISSUED TO: MARSHA M CAMPANIELLO



Certificate No: NHCG-675

EXPIRATION DATE: 05/31/2021

# State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified General Appraiser  
ISSUED TO: MARSHA M CAMPANIELLO



Certificate No:  
NHCG-675

EXPIRATION DATE:  
05/31/2021

For additional information please contact the Board office at [colleen.giffin@opic.nh.gov](mailto:colleen.giffin@opic.nh.gov) or visit our web site at <http://www.opic.nh.gov/real-estate-appraisers/index.htm>

## MMC APPRAISAL SERVICES

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5 Partridge Road  
Concord, NH 03301  
Telephone (603) 490-1427

April 1, 2020

Paul F. Coddington, JD  
Chief of Administration  
Bureau of Right-of-Way  
NH Department of Transportation  
John O. Morton Building  
7 Hazen Drive, Room 100  
Concord, NH 03302-0483

Re: Marsha M. Campaniello  
DBA MMC Appraisal Services

Dear Paul,

Please accept this as my letter of interest in becoming a vendor for the State of New Hampshire in my capacity as a real estate appraiser under the name MMC Appraisal Services.

Per your request, I am sending to you via email the following documents:

- Secretary of State - Certificate of Good Standing
- Comprehensive General Liability Policy - Declaration showing State of NH as additional insured
- Current declaration page for automobile insurance
- Homeowner's insurance policy showing Workmen's Comp endorsement
  - Although, it is my understanding that, as a sole proprietor, the Workmen's Comp insurance is not required
- Professional Liability (E&O) declaration
- Sole Proprietor letter re: waiver of vote

In addition, following are statements in fulfillment of information requirements:

1. "I am not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any Federal Agency. I have not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the last three (3) years. Neither do I have a proposed debarment pending, and have not been indicted, convicted, or have had a civil judgement rendered against me by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years." My signature below serves as my attestation to this statement.
-

2. Per diem rate for Marsha M. Campaniello is \$1,600.

Please let me know if there are any questions or concerns.

I look forward to receiving a signed contract with the State.

Regards,



Marsha Campaniello

NHCG-675

MMC Appraisal Services, Owner



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

APR08'19 PM 1:30 DAS



William Cass, P.E.  
Assistant Commissioner

44A

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

Bureau of Right-of-Way  
March 14, 2019

**REQUESTED ACTION**

The New Hampshire Department of Transportation requests authorization to enter into contracts with eight appraisal firms to prepare appraisals for property needed for transportation projects, for a total contract cost not to exceed \$1,500,000.00 over a period of five years. The contracts will become effective from the date of Governor and Council approval through April 17, 2024. Proposed funding is 91.7% Federal Funds, 7.3% Turnpike Funds, 1.0% Highway Funds.

These contracts will be funded from monies allocated to specific transportation projects from one of the accounts indicated below.

Funding is available as follows for FY 2019 and is contingent upon the availability and continued appropriation of FY 2020 through FY 2024, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
04-096-096-963515-3054 Consolidated Federal Aid 046-500464 General Consultants Non-Benefit	\$125,000	\$375,000	\$275,000	\$225,000	\$225,000	\$150,000
04-096-096-961017-7507 Central NH Turnpikes 046-500464 General Consultants Non-Benefit	\$5,000	\$20,000	\$25,000	\$25,000	\$25,000	\$10,000
04-096-096-963015-3049 Non-Participating 046-500464 General Consultants Non-Benefit	\$2,000	\$3,000	\$3,000	\$3,000	\$2,000	\$2,000

## EXPLANATION

The purpose of this request is the authorization of the Department of Transportation entrance into contracts with eight appraisal firms to be available to complete appraisal assignments associated with property acquisitions needed for transportation projects. Appraisals are typically required to establish values for purchasing property and property rights affected by transportation improvements. In addition, second appraisals are needed for properties with an acquisition cost of over \$1,000,000.00 due to Federal requirements. Requests for second appraisals may also come from the Department's Review Appraiser, the Governor and Council or the Highway Layout Commissions. Occasionally, due to the lack of comparable sales data, there are requests for third appraisals.

If contract approval of the firms proposed is forthcoming, individual approval assignments will be allocated through a low bid process as described below. The process allows the Department to respond quickly and efficiently to project schedules, as well as to the needs of affected property owners who are usually anxious to see the resolution of individual property issues. The process has been in place for the past fifteen years and has worked well.

The Department solicited proposals for this contract on November 16, 2018 and eight firms indicated an interest in this program, and submitted information regarding their experience and qualifications. The Bureau's Pre-Qualification Committee reviewed the information and recommended the eight firms to be participants: They are:

- Bergeron Commercial Appraisal Co. of Portsmouth, New Hampshire  
Vendor #150493
- Capital Appraisal Associates, Inc. of Concord, New Hampshire  
Vendor #156083
- Colliers International Valuation and Advisory Services, LLC of Boston, MA  
Vendor #265746
- Frembeau Appraisal, Inc. of Manchester, New Hampshire  
Vendor #156812
- J. Chet Rogers, LLC of Hollis, New Hampshire  
Vendor #259227
- Leidinger Appraisals of Canterbury, New Hampshire  
Vendor #160125
- McManus & Nault Appraisal Co, Inc. of Bow, New Hampshire  
Vendor #164307
- Shurtliff Appraisal Assoc., Inc. of Hampstead, New Hampshire  
Vendor #155924

With Governor and Council approval, these eight firms will serve as a pool of appraisers to provide appraisal services on an as-needed basis. When an appraisal is required, the firms listed above will be reviewed relative to the scope of the assignment, their capacity to perform in a timely fashion, quality of work, experience, and their overall suitability for the assignment. The firms felt to be best qualified for the assignment will be contacted and asked for a fee quotation. They will be informed of the required completion details and date, and the firm submitting the lowest fee quotation meeting the completion date will be notified to proceed. The selection process is in keeping with the Department's established procedures.

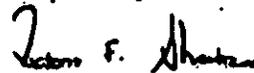
Should the Department require a second appraisal of a parcel for which appraisal services were previously utilized under this program, the assignment will be offered to the firm that previously submitted the second lowest quotation. If they are unable to accept, the third firm would be engaged.

For the Federal Funds portion, funding is 80% Federal Funds with 20% state match. Turnpike toll credit is being utilized for match requirements, effectively using 100% Federal Funds.

The agreements were approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contracts are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the contracts will be on file at the Department of Transportation.

Authorization is respectfully requested to enter into multi-vendor appraisal contracts with the proposed eight appraisal firms listed above.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/SGL/pfc  
Attachments

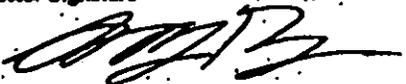
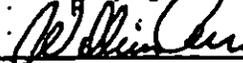
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <b>DEPARTMENT OF TRANSPORTATION</b>		1.2 State Agency Address <b>P.O. BOX 483, 7 HAZEN DRIVE, CONCORD NH 03301</b>	
1.3 Contractor Name <b>Bergson Commercial Appraisal (Vendor #150493)</b>		1.4 Contractor Address <b>487 State Street Portsmouth NH 03801</b>	
1.5 Contractor Phone Number <b>603-436-3009</b>	1.6 Account Number <b>015-096-3054-046-0464 or 017-096-7507-046-0464</b>	1.7 Completion Date <b>5 YEARS AFTER C&amp;C APPROVAL</b>	1.8 Price Limitation <b>\$1,500,000.00*</b>
1.9 Contracting Officer for State Agency <b>VICTORIA F. SHEEHAN, Commissioner</b>		1.10 State Agency Telephone Number <b>603-271-1484</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Steven Bergson Principal</b>	
1.13 Acknowledgement: State of <b>NEW HAMPSHIRE</b> , County of <b>Rockingham</b> On <b>Feb. 19, 2017</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px;"> <b>Brandon J. Sheldon</b>                      Notary Public, State of New Hampshire                      My Commission Expires Dec. 03, 2018                 </div>	
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>Brandon Sheldon Notary</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>William Cass, Asst. Commissioner</b>	
Date: <b>2/26/17</b>			
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) (if applicable) By: <b>Emily C. Young</b> On: <b>4/1/19</b>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Appropriation is in the aggregate, to be shared by all appraisal firms that are part of the Statewide Appraisal Contract.

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.8, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

Contractor Initials                     

Date                     



2/19/19

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_

OB  
2/19/19



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

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

Bureau of Rail & Transit  
September 25, 2020

**REQUESTED ACTION**

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to enter into a contract amendment with the New England Central Railroad, Inc. (NECR), Vendor 160565, Rochester, New York, to amend the completion date from October 31, 2020 to January 31, 2021 for the use of the state-owned Northern Railroad Line in Lebanon, NH for freight railroad service. This amendment is effective November 1, 2020, with Governor and Executive Council approval, through January 31, 2021. The original operating agreement was approved by Governor and Council on December 9, 2009 (Item 161) and amended by Governor and Council on April 8, 2020 (Item 21).

Income from the agreement will be credited as follows:

04-096-096-964010-2991  
Special Railroad Account  
009-407323 Agency Income

**EXPLANATION**

On December 9, 2009 the Governor and Council approved an Operating Agreement between the Department of Transportation and the Claremont Concord Railroad Corp. to provide rail freight service on the active portion of the state-owned Northern Railroad Line connecting Lebanon to White River Junction, Vermont for the period of May 1, 2010 through April 30, 2020. On September 8, 2015 the Department of Transportation consented to an assignment of the 2010 Operating Agreement from the Claremont Concord Railroad Corporation to the New England Central Railroad, Inc. (NECR) as the NECR acquired the Claremont Concord Railroad.

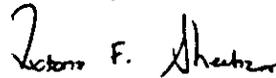
Pursuant to Section 1.15 of the current Operating Agreement, NECR notified the Department on April 30, 2019 that it wished to renew its operating agreement. The Department and NECR began active negotiations for the terms of a new 10-year Operating Agreement and requested additional time; a 6-month extension, Amendment #1, was approved by Governor and Council, as Item 121, on April 8, 2020. While negotiations have continued, an additional three (3) months is required to finalize the terms of a new 10-year Operating Agreement. As the railroad line is active, this Amendment allows NECR

and its shippers to continue to use the line for delivery and transloading of bulk cement, salt, fuel, and other products while negotiations conclude.

This Amendment has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed Amendment have been provided to the Secretary of State's Office and the Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Amendment will be on file with the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

## AMENDMENT #2 TO OPERATING AGREEMENT

This AMENDMENT TO THE OPERATING AGREEMENT ("Amendment") is entered into this 24<sup>th</sup> day of September, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, NH 03302-0483, (hereinafter referred to as "State") and New England Central Railroad, Inc., 400 Meridian Centre, Suite 330, Rochester, NY, 14618, (hereinafter referred to as "the Contractor"), collectively referred to as ("the Parties").

WHEREAS, the State and the Contractor, pursuant to an Assignment dated September 9, 2015, are parties to the Operating Agreement between the State and Claremont Concord Railroad Corporation dated May 1, 2010, approved by the New Hampshire Governor and Executive Council of New Hampshire on December 9, 2009 and as amended by the Parties on April 4, 2020 ("Operating Agreement");

WHEREAS, pursuant to the Operating Agreement, the Contractor provides service on the Northern Railroad Line, as more particularly described in Section 2.1 of the Operating Agreement;

WHEREAS, pursuant to Section 1.1.1(k), the Completion Date of the Operating Agreement is October 31, 2020;

WHEREAS, pursuant to Section 1.3.1, the Parties are negotiating for a new operating agreement, but will not be able to finalize a new agreement and seek approval of the Governor and Council of New Hampshire before the current Operating Agreement expires on October 31, 2020; and

WHEREAS, the Parties desire for the Contractor to continue its use and operation of the Northern Railroad Line pursuant to the terms of the current Operating Agreement during negotiations.

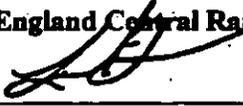
NOW THEREFORE, the Parties agree to amend the Operating Agreement as follows:

1. Section 1.1.1(k) of the Operating Agreement shall be amended to extend the Completion Date of October 31, 2020 for an additional three (3) months. The amended Completion Date shall be January 31, 2021. The Operating Agreement shall terminate on January 31, 2021, unless terminated sooner in accordance with Section 1.7 or Section 1.8 of the Operating Agreement.
2. If the Parties enter into a new operating agreement on or before January 31, 2021, the current Operating Agreement shall automatically terminate upon the effective date of the new agreement.
3. If the Parties cannot agree upon a new agreement by January 31, 2021, the State shall have no further obligations for renewal of the Operating Agreement with the Contractor.

4. The Parties agree that all other provisions of the Operating Agreement not amended herein shall remain in full force and effect.
5. This Amendment and all obligations of the parties hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

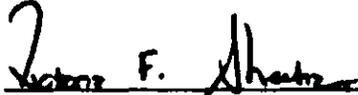
New England Central Railroad, Inc:

By: 

Date: 09/25/2020

Leonard Wagner, President  
Print Name and Title

STATE OF NEW HAMPSHIRE  
Department of Transportation

By: 

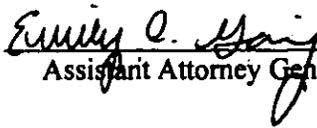
Date: 09/30/2020

Victoria F. Sheehan  
Commissioner  
New Hampshire Department of Transportation

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The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on Sept. 29, 2020.

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Approved by Governor and Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
Secretary of State

# 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 NEW ENGLAND CENTRAL RAILROAD, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 04, 1995. 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: 228498

Certificate Number: 0005006641



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State

**NEW ENGLAND CENTRAL RAILROAD, INC.**

**WRITTEN CONSENT OF DIRECTORS  
IN LIEU OF A MEETING**

**SEPTEMBER 24, 2020**

THE UNDERSIGNED, being all the members of the Board of Directors (the "Board") of New England Central Railroad, Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by written consent without a meeting, with full force and effect as if adopted by the unanimous affirmative vote of the Board at a duly called and constituted meeting:

Approval of Amendment to Extend Operating Agreement

RESOLVED, that the Board believes that it is advisable, desirable and in the best interests of the Corporation that the Corporation execute the amendment (the "Transaction Documents") extending the term of the Operating Agreement between the State of New Hampshire (the "State") and Claremont Concord Railroad Corporation dated May 1, 2010, approved by the New Hampshire Governor and Executive Council of New Hampshire on December 9, 2009 and assigned to the Corporation on or about September 9, 2015 (the "Operating Agreement") with consent of the State and perform the transactions contemplated thereby;

RESOLVED, that the Corporation is hereby authorized to enter into the Transaction Documents and the President, any Vice President, the Treasurer or Assistant Treasurer and the Secretary or Assistant Secretary of the Corporation (the "Authorized Officers") are hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver to the State the Transaction Documents substantially in the form presented to the Board, and any agreement and/or instrument related thereto, referred to therein, identified as ancillary thereto or contemplated to be executed and delivered in connection therewith, with such changes therein as such Authorized Officers executing any such Transaction Document shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof;

General Authorization

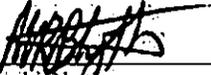
RESOLVED, that the Authorized Officers are hereby authorized to take or cause to be taken in the name and on behalf of the Corporation any and all such actions in addition to those specifically referred to in the foregoing resolutions, including, without limitation, paying fees and expenses, making use of the Corporation's credit resources and executing, delivering or filing all such other documents, instruments, agreements, schedules, reports or statements as they or any of them shall deem to be necessary or advisable in order to carry out the purpose and intent of each of the foregoing resolutions and to consummate the transactions contemplated thereby; and

RESOLVED, that any acts of the Authorized Officers and any of the person or persons designated and authorized to act by an Authorized Officer, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Corporation.

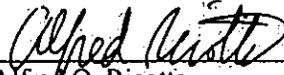
This written consent may be executed in two or more counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

*[Signatures are on the following page]*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above, and direct that it be filed with the minutes of the Corporation.

  
\_\_\_\_\_  
Mark Blyn  
Director

  
\_\_\_\_\_  
Wendy Hill  
Director

  
\_\_\_\_\_  
Alfred Q. Ricotta  
Director





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> New England Central Railroad c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Primary Railroad Liability:  
 SIR: \$5,000,000  
 Bill of Lading Coverages: \$5,000,000 Each Occurrence

Coverages include: BI, PD, FELA, xs AL, xs FRS, xs BOL, xsEL

9. Cancellation a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least: (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or for non-compliance with the policy terms or conditions; or (2) 90 days before the effective date of cancellation if we cancel for any other reason.



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #21  
Jaw 4/8/20



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Rail & Transit  
March 24, 2020

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment with the New England Central Railroad, Inc. (NECR), Vendor 160565, Rochester, New York, to amend the completion date from April 30, 2020 to October 31, 2020 for the use of the state-owned Northern Railroad Line in Lebanon, NH for freight railroad service. This amendment is effective May 1, 2020, with Governor and Executive Council approval, through October 31, 2020. The current operating agreement was approved by Governor and Council on December 9, 2009, Item 161.

Income from the agreement will be credited as follows:

04-096-096-964010-2991  
Special Railroad Account  
009-407323 Agency Income

**EXPLANATION**

On December 9, 2009 the Governor and Council approved an Operating Agreement between the Department of Transportation and the Claremont Concord Railroad Corp. to provide rail freight service on the active portion of the state-owned Northern Railroad Line connecting Lebanon to White River Junction, Vermont for the period of May 1, 2010 through April 30, 2020. On September 8, 2015 the Department of Transportation consented to an assignment of the 2010 Operating Agreement from the Claremont Concord Railroad Corporation to the New England Central Railroad, Inc. (NECR) as the NECR acquired the Claremont Concord Railroad.

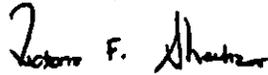
Pursuant to Section 1.15 of the current Operating Agreement, NECR notified the Department on April 30, 2019 that it wished to renew its operating agreement. The Department and NECR have been actively negotiating the terms of a new 10-year Operating Agreement however as the terms have not been finalized, this subject Amendment will extend the current Operating Agreement for six (6) months to allow time for negotiations to conclude. As the railroad line is active, this Amendment allows NECR and its shippers to continue to use the line for delivery and transloading of bulk cement, salt, fuel, and other products while negotiations conclude.

This Amendment has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed Amendment have been provided to the Secretary of State's Office

and the Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Amendment will be on file with the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

## AMENDMENT TO OPERATING AGREEMENT

This AMENDMENT TO THE OPERATING AGREEMENT ("Amendment") is entered into this 20 day of March, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, NH 03302-0483, (hereinafter referred to as "State") and New England Central Railroad, Inc., 400 Meridian Centre, Suite 330, Rochester, NY, 14618, (hereinafter referred to as "the Contractor"), collectively referred to as ("the Parties").

WHEREAS, the State and the Contractor, pursuant to an Assignment dated September 9, 2015, are parties to the Operating Agreement between the State and Claremont Concord Railroad Corporation dated May 1, 2010, approved by the New Hampshire Governor and Executive Council of New Hampshire on December 9, 2009 ("Operating Agreement");

WHEREAS, pursuant to the Operating Agreement, the Contractor provides service on the Northern Railroad Line, as more particularly described in Section 2.1 of the Operating Agreement;

WHEREAS, pursuant to Section 1.1.1(k), the Completion Date of the Operating Agreement is April 30, 2020;

WHEREAS, pursuant to Section 1.3.1, the Parties are negotiating for a new operating agreement, but will not be able to finalize a new agreement and seek approval of the Governor and Council of New Hampshire before the current Operating Agreement expires on April 30, 2020; and

WHEREAS, the Parties desire for the Contractor to continue its use and operation of the Northern Railroad Line pursuant to the terms of the current Operating Agreement during negotiations.

NOW THEREFORE, the Parties agree to amend the Operating Agreement as follows:

1. Section 1.1.1(k) of the Operating Agreement shall be amended to extend the Completion Date of April 30, 2020 for an additional six (6) months. The amended Completion Date shall be October 31, 2020. The Operating Agreement shall terminate on October 31, 2020, unless terminated sooner in accordance with Section 1.7 or Section 1.8 of the Operating Agreement.
2. If the Parties enter into a new operating agreement on or before October 31, 2020, the current Operating Agreement shall automatically terminate upon the effective date of the new agreement.
3. If the Parties cannot agree upon a new agreement by October 31, 2020, the State shall have no further obligations for renewal of the Operating Agreement with the Contractor.

**NEW ENGLAND CENTRAL RAILROAD, INC.**

**WRITTEN CONSENT OF DIRECTORS  
IN LIEU OF A MEETING**

**MARCH 19, 2020**

THE UNDERSIGNED, being all the members of the Board of Directors (the "Board") of New England Central Railroad, Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by written consent without a meeting, with full force and effect as if adopted by the unanimous affirmative vote of the Board at a duly called and constituted meeting:

Approval of Amendment to Extend Operating Agreement

RESOLVED, that the Board believes that it is advisable, desirable and in the best interests of the Corporation that the Corporation execute the amendment (the "Transaction Documents") extending the term of the Operating Agreement between the State of New Hampshire (the "State") and Claremont Concord Railroad Corporation dated May 1, 2010, approved by the New Hampshire Governor and Executive Council of New Hampshire on December 9, 2009 and assigned to the Corporation on or about September 9, 2015 with consent of the State and perform the transactions contemplated thereby;

RESOLVED, that the Corporation is hereby authorized to enter into the Transaction Documents and the President, any Vice President, the Treasurer or Assistant Treasurer and the Secretary or Assistant Secretary of the Corporation (the "Authorized Officers") are hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver to the State the Transaction Documents substantially in the form presented to the Board, and any agreement and/or instrument related thereto, referred to therein, identified as ancillary thereto or contemplated to be executed and delivered in connection therewith, with such changes therein as such Authorized Officers executing any such Transaction Document shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof;

General Authorization

RESOLVED, that the Authorized Officers are hereby authorized to take or cause to be taken in the name and on behalf of the Corporation any and all such actions in addition to those specifically referred to in the foregoing resolutions, including, without limitation, paying fees and expenses, making use of the Corporation's credit resources and executing, delivering or filing all such other documents, instruments, agreements, schedules, reports or statements as they or any of them shall deem to be necessary or advisable in order to carry out the purpose and intent of each of the foregoing resolutions and to consummate the transactions contemplated thereby; and

RESOLVED, that any acts of the Authorized Officers and any of the person or persons designated and authorized to act by an Authorized Officer, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Corporation.

This written consent may be executed in two or more counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

*[Signatures are on the following page]*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above, and direct that it be filed with the minutes of the Corporation.

  
\_\_\_\_\_  
Mark Blyth  
Director

  
\_\_\_\_\_  
Sarah A. Greene  
Director

  
\_\_\_\_\_  
Alfred Q. Ricotta  
Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/24/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN101924481-Ratr-19-20 North	<b>INSURER A:</b> National Union Fire Ins Co. of Pittsburgh PA	<b>NAIC #</b> 19445
<b>INSURED</b> New England Central Railroad c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820	<b>INSURER B:</b> Lexington Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006557106-04      **REVISION NUMBER:** 9

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.

INER LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		CA1722337 (AOS) CA1722338 (MA)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Railroad Liability Claims Made		026022521	11/01/2019	11/01/2020	Per Occurrence \$ 5,000,000 Annual Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of New Hampshire is included as Additional Insured where required by written contract. Railroad Liability policy includes Contractual Liability where required by written contract.

<b>CERTIFICATE HOLDER:</b> The State of New Hampshire, Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101924481

LOC #: Philadelphia



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New England Central Railroad c/o Genesee & Wyoming Inc. 20 West Avenue Darien, CT 06820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Primary Railroad Liability:  
 SIR: \$5,000,000  
 Bill of Lading Coverages: \$5,000,000 Each Occurrence

Coverages include: BI, PD, FELA, xs AL, xs FRS, xs BOL, xs EL

9. Cancellation a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least: (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or for non-compliance with the policy terms or conditions; or (2) 90 days before the effective date of cancellation if we cancel for any other reason.

CONSENT TO ASSIGNMENT OF AGREEMENT

This Consent to Assignment of the "Operating Agreement on the State-Owned Portions of the Northern Railroad Line" herein referred to as "Operating Agreement", is made as of the 8<sup>th</sup> day of September, 2015. Reference is made to the Operating Agreement from the State of New Hampshire, Department of Transportation ("Department") to the Claremont Concord Railroad Corporation, 197 Dock Street, Schuylkill Haven, PA, 17972. The term of the Operating Agreement commenced on May 1, 2010 and expires April 30, 2020. Per the terms of the Operating Agreement, an additional term of 10 years may be negotiated with the Department.

The Department hereby consents to an assignment of the Operating Agreement from the Claremont Concord Railroad Corporation to New England Central Railroad, Inc., 400 Meridian Centre, Suite 330, Rochester, NY, 14618 ("NECR"). By acceptance of the assignment of the Operating Agreement the NECR agrees to be bound by the terms and conditions of the Agreement. Acceptance of these terms was also affirmed in the "Assignment and Assumption Agreement" signed by the Claremont Concord Railroad Corporation and New England Central Railroad, Inc. and subsequently submitted to the Department.

The Department acknowledges that to the best of its knowledge and belief that the Claremont-Concord Railroad is not in default of any of its obligations under the Operating Agreement and that the Operating Agreement, as affected by this Consent and the assignment, has not been altered or amended and remains in full force and effect and may only be amended in accordance with the terms set forth within it.

Executed as an instrument under seal as of the date first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Transportation

By:   
William Cass, PE  
Assistant Commissioner

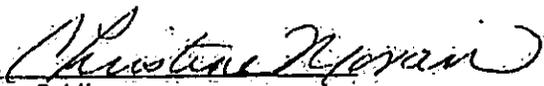
Accepted by:   
Thomas D. Savage  
Vice President and Treasurer  
New England Central Railroad, Inc.

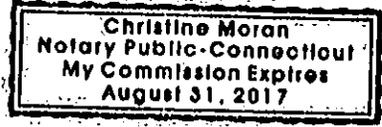
STATE OF Connecticut  
COUNTY OF Fairfield

On, 9/9/15, before the undersigned officer personally appeared Thomas D. Savage known to me (or satisfactorily proven), and acknowledged that he executed the foregoing document:

In witness whereof I hereunto set my hand and official seal.

9/9/2015  
Date

  
Notary Public



**OPERATING AGREEMENT**  
**ON THE**  
**STATE-OWNED PORTION OF THE NORTHERN RAILROAD LINE**  
**BETWEEN**

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**

**AND**

**CLAREMONT CONCORD RAILROAD CORPORATION**  
**SCHUYLKILL HAVEN, PENNSYLVANIA 17972**

**MAY 1, 2010**

Contractor Initials CF  
Date 10/5/09

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>Page</b>
<b>I</b>	<b>GENERAL CONDITIONS</b>	<b>1</b>
<b>II</b>	<b>PHYSICAL DESCRIPTION</b>	<b>6</b>
<b>III</b>	<b>OPERATIONS</b>	<b>7</b>
<b>IV</b>	<b>USER FEE, PAYMENTS, ACCOUNTING AND AUDIT</b>	<b>10</b>
<b>V</b>	<b>MARKETING EFFORT</b>	<b>11</b>
<b>VI</b>	<b>OTHER OPERATORS</b>	<b>11</b>
<b>VII</b>	<b>TERMINATION OF AGREEMENT</b>	<b>11</b>
	<b>SIGNATURE PAGE</b>	<b>12</b>
	<b>EXHIBIT A</b>	
	<b>CERTIFICATE OF GOOD STANDING</b>	
	<b>CERTIFICATE OF VOTE</b>	
	<b>CERTIFICATE OF INSURANCE</b>	

Contractor Initials CF  
Date: 10/5/09

## ARTICLE I - GENERAL CONDITIONS

### 1.1 DEFINITIONS

1.1.1 As used herein, the following terms have the meanings indicated:

- a. "Contractor" - Claremont Concord Railroad Corp., 197 Dock Street, Schuylkill Haven, PA 17972.
- b. "State" - means the State of New Hampshire.
- c. "FRA" means the Federal Railroad Administration.
- d. "STB" means the Surface Transportation Board.
- e. "Service" - means rail freight transportation.
- f. "Contracting Officer" - Commissioner, New Hampshire Department of Transportation (NHDOT), or his duly authorized representative having an address of 7 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483. The Contracting Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement and the resolution of any disputes by the Contracting Officer shall be final.
- g. "Agreement" - means this Operating Agreement dated May 1, 2010.
- h. "Facilities" collectively means the real estate, track, bridges, signals, switches, structures, buildings, and related railroad transportation property over which Service is to be provided, excluding cement transload facilities constructed by the Contractor.
- i. "Effective Date" means the date this Agreement is approved by the Governor and Council of the State of New Hampshire or the Contractor obtains operating authority from the STB, whichever occurs last.
- j. "Commencement Date" - May 1, 2010
- k. "Completion Date" - April 30, 2020.
- l. "Operating Year" - January 1 to December 31.
- m. "Users Fee" - Fee to be paid by the Contractor to State for the use of the Facilities.
- n. "Subcontractor" - An individual, partnership, firm, corporation, or any combination thereof, or joint venture, to whom the Contractor sublets any part of this Agreement.

### 1.2 EFFECTIVE DATE/COMPLETION OF SERVICES

- 1.2.1 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")
- 1.2.2 Any Service 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 Service performed.

### 1.3 RENEWAL OF AGREEMENT

- 1.3.1 The Contractor shall notify the State by certified mail no later than one year prior to the Completion Date that the Contractor wishes to enter into renegotiations for a new Agreement for an additional ten (10) year period beginning May 1, 2020. If the Contractor and the State cannot agree upon new Operating Agreement by November 1, 2019, the State may at that time solicit proposals from other persons to operate the

Contractor Initials CF  
Date 10/5/09

Facilities and have no further obligations for renewal of this Agreement with the Contractor.

#### CONTRACTOR'S REPRESENTATION AND WARRANTIES

- 1.4 The Contractor represents and warrants the following:
- a. The Contractor is a corporation duly organized, validly registered with the Secretary of State, and in good standing under the laws of the State, and is duly qualified to do business in each jurisdiction where its business or the ownership of its property requires such qualification;
  - b. The Contractor has the full power and authority to enter into this Agreement and to carry out the functions that it has undertaken in this Agreement;
  - c. All corporate and other proceedings required to be taken by or on the part of the Contractor to authorize it to enter into this Agreement and perform the Service have been duly taken; and
  - d. The execution of this Agreement and the operation of the Service will not violate any statute, rule, regulations, order, writ, injunction or decree of any court, administrative agency or governmental body.

#### 1.5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

1.5.1 In connection with the performance of the Service, 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.

1.5.2 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.

1.5.3 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.

#### 1.6. PERSONNEL.

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

Contractor Initials CE

2

Date 10/5/09

1.6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date, 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 Service 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.

1.6.3 The Contracting Officer 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.

#### 1.7 EVENT OF DEFAULT/REMEDIES.

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

1.7.1.1 failure to perform the Service satisfactorily or on schedule;

1.7.1.2 failure to submit any report required hereunder;

1.7.1.3 failure of the Contractor to maintain the records required hereunder, or to permit access thereof; and/or

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

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

1.7.2.1 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;

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

#### 1.8. TERMINATION.

1.8.1 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") containing all information required by the various reporting provisions of the Agreement, from the date of the last such reports through 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.

Contractor Initials CF  
Date 10/5/09

1.9. CONTRACTOR'S RELATION TO THE STATE.

1.9.1 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.

1.10 ASSIGNMENT/DELEGATION/SUBCONTRACTS.

1.10.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Contracting Officer. None of the Service shall be subcontracted by the Contractor without the prior written consent of the State.

1.11 INDEMNIFICATION.

1.11.1 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 Section 1.11.1 shall survive the termination of this Agreement.

1.12. INSURANCE.

1.12.1 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:

1.12.1.1 Railroad Liability and Contractual Liability Insurance shall be purchased with the State named as co-insured in the amount of three million dollars (\$3,000,000), or five million dollars (\$5,000,000) if hazardous materials are shipped, each occurrence, with a deductible of twenty-five thousand dollars (\$25,000) maximum.

1.12.2 The policies described in subparagraph 1.12.1 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.

1.12.3 The Contractor shall furnish to the Contracting Officer, 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, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

Contractor Initials CE

Date 10/5/09

1.12.4 Within ten (10) days prior to the start of operation and annually thereafter, the Contractor shall provide the Contracting Officer with a certificate evidencing the continual existence of required insurances.

### 1.13. WAIVER OF BREACH

1.13.1 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.

### 1.14. NOTICE.

1.14.1 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 above.

### 1.15. AMENDMENT.

1.15.1 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.

### 1.16 CONSTRUCTION OF AGREEMENT AND TERMS.

1.16.1 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.

### 1.17 THIRD PARTIES.

1.17.1 The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

### 1.18 HEADINGS.

1.18.1 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.

### 1.19 SEVERABILITY.

1.19.1 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.

Contractor Initials CF  
Date 10/5/09

1.20 ENTIRE AGREEMENT.

1.20.1 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.

**ARTICLE II - PHYSICAL DESCRIPTION**

- 2.1 **PHYSICAL DESCRIPTION** - The Facilities are described as follows: Being all the property of every kind and description, real, personal and mixed that was acquired by the State of New Hampshire from the Boston and Maine Corporation by a Release Deed recorded at the Grafton County Registry of Deeds on August 2, 1999, Book 2409, Pages 865 through 876, and said demised property being located in the City of Lebanon, NH, County of Grafton; including all real property, rail facilities on, within and appurtenant to the line formerly owned by the Boston and Maine Corporation located between Engineering Station 3515+69 as shown on Valuation Map 32.1 Map 68 and Engineering Station 3662+40 as shown on Valuation Map 32.1 VT Map 71 in Lebanon, including the Westboro Yard, on file in the records of the New Hampshire Department of Transportation, Bureau of Rail & Transit.
- 2.2 The Facilities shall remain the property of the State, which reserves to itself the right to grant easements, contracts, leases, and other rights therein which do not, in the sole judgment of the State, conflict with the operations described in Article III. The State reserves to itself all rents, fees and revenues derived from such grants. As permitted by applicable State law, the State may sell portions of the railroad yard not needed for present or future railroad operations to the City of Lebanon or other parties. Notwithstanding these provisions, the Contractor with prior approval by the State may lease portions of the Facilities to shippers for construction of railroad sidings, loading platforms and other railroad-related facilities. Such leases shall be subject to appropriate local taxes, and revenues from such leases shall be included in the railroad's gross freight operating revenues.
- 2.3 The Contractor shall make no alterations to the Facilities, both real and personal, or construct any building or make other improvements on the Facilities beyond normal maintenance without the prior written consent of the State. Such consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed, or placed on the Facilities by the Contractor, shall unless otherwise provided by written agreement between the State and the Contractor be the property of the State and remain on the State's property at the expiration or sooner termination of this agreement. Salvageable or scrap materials generated as a part of normal maintenance shall become the property of the Contractor.
- 2.4 At its option the State may provide the Contractor with State-owned railroad equipment and materials under the jurisdiction of the Bureau of Rail and Transit, which it may declare available to the Contractor. Said equipment and materials shall be used solely for the provision of Service under this Agreement and shall be insured by the Contractor to the State's satisfaction.

Contractor Initials CE  
Date 10/5/09

## ARTICLE III - OPERATIONS

### 3.1 SERVICE AREAS

- 3.1.1 The Contractor shall, between the Effective Date and the Completion Date, manage and operate Service on the Facilities described in 2.1 above. The Contractor shall be solely responsible for all phases and requirements of its operation, including, but not limited to, dispatching of trains, assignment of power and cars, scheduling, workforce, equipment, advertising, and marketing. The Contractor may charge a reasonable fee for operations on the Facilities by other railroads.
- 3.1.2 The Contractor agrees to provide cars, locomotives and all other things as necessary to afford the degree and quality of Service reasonably requested by its shippers.
- 3.1.3 Notwithstanding any other provisions of this Agreement, the State may arrange to provide service on a temporary basis if the Contractor is unable to provide service, and the Contractor agrees to allow provision of such temporary Service by others in the event of its inability to provide Service. Notice of Service by others must be given to the State in writing by the Contractor.
- 3.1.4 The Contractor warrants that all personnel engaged in the Services shall be qualified to perform such Services, and shall be properly licensed and authorized to perform such Services under all applicable laws. The Contractor shall not hire as an employee, and it 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 3.1.5 The Contractor will conform to the State's "Guidelines Governing the Operation of On-Track Equipment on State-owned Railroad Lines," and will incorporate these Guidelines into its current Time Table.
- 3.1.6 If the Contractor intends to provide passenger or tourist excursion service on any portion of the Facilities, it shall notify the State in writing no less than sixty (60) days prior to initiation of such service, and submit a certificate of insurance for Specialized Passenger Risk Liability and Contractual Liability with the State named as additionally insured in the amount of Five Million (\$5,000,000) dollars at least five (5) days prior to commencement of passenger or tourist excursion operations.

### 3.2 MAINTENANCE

- 3.2.1 Equipment - The Contractor shall be responsible for proper upkeep and maintenance of all equipment it uses, either supplied by the State or the Contractor, and shall ensure that equipment is in compliance with all current FRA regulations. State equipment shall be returned to the State in as good condition as when received except for ordinary wear and tear.
- 3.2.2 Track - The Contractor shall be responsible for the proper upkeep and maintenance of Facilities. Said upkeep and maintenance shall include but not be limited to:
- a. Surface and alignment

Contractor Initials CE  
Date 10/5/09

- b. Brush and vegetation control (all brush to be chipped)
- c. Drainage and ditches
- d. All operating signals to be kept in good operating condition
- e. Crossing and switches to be kept in good operating condition. The Contractor shall provide a flagman during the passage of trains for the protection of any crossing protected by signals where the signal is not operating for any reason.
- f. Snow removal and winter maintenance when needed for service.

3.2.2.1 The Contractor shall be responsible to perform all work and routine maintenance necessary to maintain the lines included in the Facilities at FRA Class I Track Safety Standards or better, and in any event will expend no less than twenty (20) percent of annual gross freight operating revenue on actual track maintenance during each year of this Agreement, and will include a report of maintenance expenses on a form and according to a schedule to be specified by the State (See Exhibit A). Credit for these expenditures may be carried forward to future years at the State's discretion. The Contractor shall satisfy all obligations required by the FRA of a railroad owner, set forth in Part 213 of the FRA Track Safety Standards (49 CFR 213).

3.2.3 STRUCTURES (BRIDGES & CULVERTS) - The Contractor shall be responsible for maintaining structures and shall make needed repairs necessary to keep structures safe for the convenience of the railroad and the State. Said maintenance shall include but not be limited to the cleaning and removal of debris, lubrication of bearing surfaces, scour and erosion protection.

3.2.4 In the event a major unanticipated maintenance or capital expenditure is required (bridge failure or major washout, etc.) the Contractor shall assist in all necessary repairs, but be limited in its direct financial contribution to five thousand (\$5000.00) dollars per Operating Year, or any amount remaining pursuant to the required expenditures pursuant to Section 3.2.2.1, whichever is greater, in the aggregate. However, the Contractor waives any claims to damages for any delays in repairing or reopening the line after such an occurrence and the State reserves to itself the decision whether, when and how such repairs and reopening will be done.

### 3.3 INSPECTION

3.3.1 The Contractor shall patrol the Facilities and inspect the track in accordance with FRA Track Safety Standards subpart F (49 CFR 213.233) and submit an inspection report in a timely manner but no less than one (1) week after each inspection. Should any defects be found, the Contractor shall take the appropriate remedial action in a timely manner in accordance with such regulations and notify the Contracting Officer in writing of said remedial action.

3.3.2 The Contracting Officer has the right to monitor the Contractor to ensure that the Contractor complies with the conditions of this Agreement. The Contracting Officer shall be granted full access to the operations and shall have the authority to direct the Contractor to remedy deficiencies as per FRA Track Safety Standards under this Agreement.

3.3.3 The Contracting Officer may take any action, including the field inspection of any project site and the inspection of the rail facilities, equipment, and all books and records

Contractor Initials CF  
Date 10/5/09

of Contractor and of any contractor or subcontractor relating to any project or task accomplished under this Agreement.

**3.3.3.1 The purpose of such inspection shall be:**

- a. To ensure that work complies with the contract specifications.
- b. To verify quantitative measures of materials installed, such as tie counts.
- c. To verify labor and materials charges for contracts providing for payment on an actual cost basis ("force account work").
- d. To verify the quantities of uninstalled State-owned materials and the security of same against damage, theft, or use other than for approved projects.
- e. To provide any other information requested by the Contracting Officer relating to the Facilities.

**3.4 CONSTRUCTION PROJECTS:**

**3.4.1** The Contracting Officer reserves the right to advertise and let construction rehabilitation projects within the confines of the Facilities. The construction contractor to whom this work may be awarded shall have the right to perform the work so described in the contract. Any expenditures by the State pursuant to this Section 3.4 shall not diminish the obligation of the Contractor pursuant to Section 3.2.2.1 or any other provision of this Agreement.

**3.4.2** The Contracting Officer will from time to time allow utility projects to be constructed within the railroad right-of-way. Construction contractors for these projects will be required to enter into a license with the State, which will require certain conditions such as liability insurance, and to cooperate with the Contractor in assuring that the work be performed in such a manner that the tracks, operations and appurtenances of the rail facility will be safeguarded. The Contractor may require a flagman and/or railroad inspector at a construction site if he deems it necessary, the cost of said services to be paid by the constructing entity to the Contractor.

**3.4.3** At the request of the State, the Contractor shall construct sidings to new shippers on the Facilities at shippers' or the Contractor's expense. These sidings and appurtenances thereto may be competitively bid, if constructed by other than the Contractor, and billed to the shipper.

**3.5 FREIGHT TARIFFS** - On or before the Effective Date, the Contractor shall adopt all existing applicable tariffs, rates, and divisions. Said tariffs, rates, and divisions shall apply to the Service provided pursuant to this Agreement, until such tariffs, rates or divisions are changed in accordance with law. All proposed rates and tariffs under control of the Contractor may be reviewed by the Contracting Officer upon request.

**3.6 FORCE MAJEURE** - The parties hereto will be excused from performance of any of their respective obligations hereunder occasioned by any event beyond their respective control, including, without limitation, any action of any federal, state or local agency or instrumentality; by government authorities including compliance with environmental quality, energy conservation and occupational safety requirements adopted or effected after the date of this Agreement; by acts of God; by strikes or other labor trouble; by explosions, fires, or vandalism until such events are remedied; provided, however, that the party claiming force majeure shall take all reasonable actions to eliminate or end the force majeure condition.

Contractor Initials CE  
Date 10/5/09

#### ARTICLE IV - USER FEE PAYMENTS, ACCOUNTING AND AUDITS

- 4.1 The Contractor shall make User Fee payments required under this article directly to the State of New Hampshire, Department of Transportation, Bureau of Rail and Transit.
- 4.2 Payments shall be paid monthly (or less frequently with the approval of the Contracting Officer), based upon the level of operation, as explained below. Payments shall be made no later than thirty (30) days after the last day of each calendar month that gross freight operating revenues are earned, and will include a report of freight traffic on a form and according to a schedule to be specified by the State. (See EXHIBIT A)
- 4.3 USER FEE PAYMENT
- 4.3.1 The Contractor shall pay five (5%) percent of annual gross freight operating revenues as a user's fee to the State.
- 4.3.2 The Contractor may, where directed in writing by and at the sole discretion of the Contracting Officer, deduct from payments the cost of specific expenditures including but not limited to major maintenance projects in track work or structure repair.
- 4.4 LATE PAYMENT
- 4.4.1 Should any payment be received more than five (5) days after the due date, the Contracting Officer shall be entitled to a five (5%) percent late charge added to that month's users fee.
- 4.5 ACCOUNTING AND AUDITS
- 4.5.1 The Contracting Officer shall have access, during regular working hours, for the purpose of audit and examination, to any books, documents, papers, and records of the Contractor that may be related or pertinent to this Agreement during the period of this Agreement and for a period of five (5) years after the termination of this Agreement. The Contractor shall impose this requirement of each of its subcontractors.
- 4.5.2 If, as a result of any audit, the Contracting Officer determines that the amount paid to the State is less than the amount owed, the Contractor shall pay the difference to State within thirty (30) days of the determination.
- 4.5.3 If, as a result of any audit, the Contracting Officer determines that the amount paid to the State is more than the amount owed, State will make repayment or credit the Contractor accordingly, so far as appropriations allow, the overpayment to the State.
- 4.5.4 The Contractor shall be responsible for collecting revenues and for delivering traffic reports, marketing reports, revenue reports and maintenance cost reports on forms and according to a schedule to be specified by the State. (See EXHIBIT A)

Contractor Initials CF  
Date 10/5/09

## ARTICLE V - MARKETING EFFORT

- 5.1 The Contractor will make every effort to market the line in order to make it profitable and to maintain good business and working relationships with local businesses, State and local government officials, employees, and other railroads, and will report on the marketing effort on a form and according to a schedule to be specified by the State. (See EXHIBIT A)

## ARTICLE VI - OTHER OPERATORS

- 6.1 In all of its operations and use of the Facilities, the Contractor will cooperate with other railroads in the use of the Facilities, including any railroad authorized by the State to use any portion of the Facilities in conjunction with the reactivation of the Northern Railroad following a selection process for a railroad operator on the line. The State may at its discretion provide mediation of disputes involving the state-owned railroad corridor consistent with Article 1.16.

## ARTICLE VII - TERMINATION OF AGREEMENT

- 7.1 If at any time after the Commencement Date the Contractor operates the Service fewer than sixty (60) days during any Operational Year, the State may terminate this Agreement and relieve the State and Contractor of all obligations hereunder, except the Contractor's continuing duty to maintain financial records and to continue to defend and hold harmless the State for any claims arising during the period of this Agreement.
- 7.2 In the event of a termination or expiration of this Agreement, the Contractor agrees that it shall obtain the necessary approvals from the STB to discontinue operations and turn over operating authority to a new railroad operator.

Contractor Initials

CF

Date 10/5/09

IN WITNESS WHEREOF, we have hereunto set our hands on the 5th day of October, 2009.

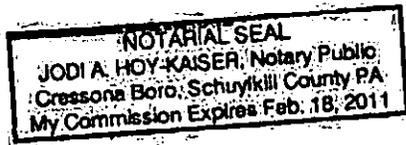
CLAREMONT CONCORD RAILROAD CORP.

BY: [Signature]

THE STATE OF Pennsylvania COUNTY OF Schuylkill

On this 5 day of October, 2009, before me, Jodi A. Hoy-Kaiser the undersigned officer, personally appeared [Signature] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
NOTARY PUBLIC

THE STATE OF NEW HAMPSHIRE

BY: [Signature] Jack W. Ferns, Director  
Aeronautics, Rail, and Transit  
NHDOT

THE STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK

On this 4 day of November, 2009, before me, Diane L. Hartford the undersigned officer, personally appeared Jack Ferns known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DIANE L. HARTFORD  
Notary Public  
My Commission Expires May 20, 2014  
[Signature]  
NOTARY PUBLIC

This is to certify that the Operating Agreement shown above has been reviewed by this office, and is approved as to form and execution on November 9, 2009.

OFFICE OF ATTORNEY GENERAL

BY: [Signature]  
Assistant Attorney General  
DEC 09 2009

APPROVED by Governor and Executive Council on \_\_\_\_\_ ITEM # \_\_\_\_\_

ATTEST: [Signature]  
DEPUTY SECRETARY OF STATE

Contractor Initials CF  
Date 10/5/09

**EXHIBIT A**

**CLAREMONT CONCORD RAILROAD, INC.**

**REPORT AND PAYMENT DUE DATES**

JANUARY	FEBRUARY	MARCH	APRIL
1st - NOVEMBER PAYMENT & REVENUE REPORT	1st - DECEMBER PAYMENT & REVENUE REPORT	1st - JANUARY PAYMENT & REVENUE REPORT	1st - FEBRUARY PAYMENT & REVENUE REPORT
30th - NOVEMBER - JANUARY MARKETING REPORT	28th - NOVEMBER - JANUARY MAINTENANCE COST REPORT	30th - FEBRUARY TRAFFIC REPORT	30th - FEBRUARY - APRIL MARKETING REPORT
30th - DECEMBER TRAFFIC REPORT	28th - JANUARY TRAFFIC REPORT		30th - MARCH TRAFFIC REPORT
MAY	JUNE	JULY	AUGUST
1st - MARCH PAYMENT & REVENUE REPORT	1st - APRIL PAYMENT & REVENUE REPORT	1st - MAY PAYMENT & REVENUE REPORT	1st - JUNE PAYMENT & REVENUE REPORT
30th - FEBRUARY - APRIL MAINTENANCE COST REPORT	30th - MAY TRAFFIC REPORT	30th - MAY - JULY MARKETING REPORT	30th - MAY - JULY MAINTENANCE COST REPORT
30th - APRIL TRAFFIC REPORT		30th - JUNE TRAFFIC REPORT	30th - OCTOBER TRAFFIC REPORT
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
1st - JULY PAYMENT & REVENUE REPORT	1st - AUGUST PAYMENT & REVENUE REPORT	1st - SEPTEMBER PAYMENT & REVENUE REPORT	1st - OCTOBER PAYMENT & REVENUE REPORT
30th - AUGUST TRAFFIC REPORT	30th - AUGUST - OCTOBER MARKETING REPORT	30th - AUGUST - OCTOBER - MAINTENANCE COST REPORT	30th - JULY TRAFFIC REPORT
	30th - SEPTEMBER TRAFFIC REPORT	30th - OCTOBER TRAFFIC REPORT	

5C YOR



New Hampshire Department of  
BUSINESS AND  
ECONOMIC AFFAIRS



September 25, 2020

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce, to amend an existing contract (PO #1072027) with Manufacturing Extension Partnership of New Hampshire, Inc., Concord, NH (Vendor #174339), by extending the contract end date from October 31, 2020 to June 30, 2021, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on December 18, 2019, Item #81. No additional funds are involved in this time extension request. 100% Federal Funds.

EXPLANATION

The Department of Business and Economic Affairs, Office of International Commerce is requesting to extend the contract completion date in order to complete deliverables that have been delayed resulting from the impacts of Covid-19. As the contract went into effect in December 2019 and progressed over the following months, OIC coordinated with the granting agency, the Department of Defense, Office of Economic Adjustment (OEA), to request and receive a no cost extension for the overall grant.

The purpose of this contract, through coordination with OIC, is to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets to aid in the growth and commercialization of technology. The purpose of this service is to provide a systematic and comprehensive approach to technology-focused market intelligence with the goal of providing customized actionable market intelligence to no less than 6 defense-impacted New Hampshire businesses. Successfully completed, these companies will be equipped to uncover new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

Respectfully submitted,

Approved,

  
\_\_\_\_\_  
Wildolfo Arvelo  
Director

  
2020.09.25  
13:41:24 -04'00'  
\_\_\_\_\_  
Taylor Caswell  
Commissioner

100 North Main Street  
Suite 100  
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

**Contract Agreement with Manufacturing Extension Partnership of New Hampshire, Inc., for the provision of specialized market intelligence**

**AMENDMENT**

This Agreement (hereinafter called the Amendment) dated the 18th day of September, 2020 is by and between the State of New Hampshire, acting by and through its Department of Business and Economic Affairs (BEA), Division of Economic Development (hereinafter referred to as the State) and the Manufacturing Extension Partnership of New Hampshire, Inc.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on December 18, 2019, Item #81, the Manufacturing Extension Partnership of New Hampshire, Inc., agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, Manufacturing Extension Partnership of New Hampshire, Inc., and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

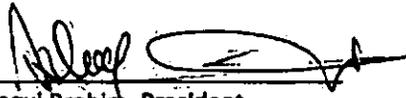
1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
  - A. The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from October 31, 2020 to June 30, 2021.
  - B. The Time of Performance as set forth shall be changed from October 31, 2020 to June 30, 2021.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the parties and the approval from Governor and Executive Council.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**Contract Agreement with Manufacturing Extension Partnership of New Hampshire, Inc., for the provision of specialized market intelligence**

**AMENDMENT**

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

Manufacturing Extension Partnership of New Hampshire, Inc.

By:   
Zenagui Brahim, President

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the person who executed the forgoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
My Commission expires:

THE STATE OF NEW HAMPSHIRE  
Department of Business and Economic Affairs

By:  2020.09.25  
13:35:40 -04'00'  
Taylor Caswell, Commissioner

Approved by Attorney General this 8<sup>th</sup> day of October, 2020, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL  


# State of New Hampshire

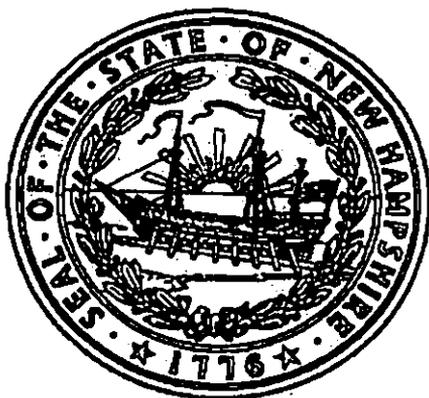
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1996. 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: 257895

Certificate Number: 0005004285



IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State

Corporate Resolution

I, **David Metzemaekers**, hereby certify that I am duly elected Chairman of Manufacturing Extension Partnership of NH (NH MEP). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 8, 2017 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Zenagui Brahim is duly authorized to enter a Contract on behalf of with the Manufacturing Extension Partnership of NH with the New Hampshire Department of Resources and Economic Development and further is Authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the September 15, 2020. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

**DATED: September 15, 2020**

  
**ATTEST: David Mezemaekers**  
**Chairman of NH MEP**



*Patricia C French*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Risk Management Department <b>PHONE (A/C No. Ext):</b> (866) 443-8489 <b>FAX (A/C No.):</b> (800) 889-0021 <b>E-MAIL ADDRESS:</b> Work.Comp@Trinet.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TriNet HR III-A, Inc. RE: NH Manufacturing Extension Partnership Inc. 9000 Town Center Parkway Bradenton, FL 34202	<b>INSURER A:</b> Indemnity Insurance Company of North America	<b>NAIC #</b> 43575
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

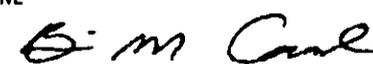
**COVERAGES**      **CERTIFICATE NUMBER:** 15060301      **REVISION NUMBER:** See below

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	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR_C67487448	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$    2,000,000 E.L. DISEASE - EA EMPLOYEE    \$    2,000,000 E.L. DISEASE - POLICY LIMIT    \$    2,000,000

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

Workers' Compensation coverage is limited to worksite employees of New Hampshire Manufacturing Extension Partnership Inc. Dba NHMEP through a co-employment agreement with TriNet HR III-A, Inc.

<b>CERTIFICATE HOLDER</b> State of New Hampshire, DBEA / OWO One Eagle Square, Suite 100 Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



October 22, 2019

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

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce to enter into a contract with the Manufacturing Extension Partnership of New Hampshire, Inc. (VC#174339), Concord, NH in the amount of \$150,000 to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets in compliance with a grant awarded by the US Department of Defense through the Office of Economic Adjustment upon Governor and Executive Council approval for a period of twelve (12) months. **100% Federal Funds**

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

OEA GRANT 03-22-22-220510-14550000			
Class	Description	Account	FY2020
102	Contracts for Program Services	500731	\$150,000

**EXPLANATION**

The purpose of this contract, through coordination with the Office of International Commerce, is to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets to aid in the growth and commercialization of technology. The purpose of this service is to provide a systematic and comprehensive approach to technology-focused market intelligence with the goal of providing customized actionable market intelligence to no less than 6 defense-impacted New Hampshire businesses. Successfully completed, these companies will be equipped to uncover new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

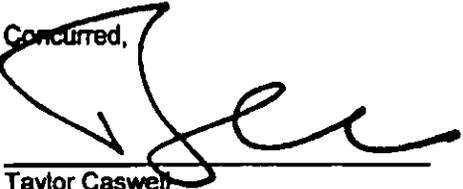
On June 10, 2019 a Request for Proposals for "Technology Focused Market Intelligence Services" was advertised on the Department of Administrative Services' website (Attachment A). One company submitted a proposal by the closing date of June 18, 2019. The Manufacturing Extension Partnership of New Hampshire, Inc. was subsequently recommended based on the scoring provided by a review panel. A summary of the scoring and list of panel members is attached for your review (Attachments B & C).

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

The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,

  
Wildolfo Arvelo  
Director

Concurred,  
  
Taylor Caswell  
Commissioner  




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/24/2019

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 rights to the certificate holder in lieu of such endorsement(s).

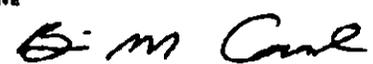
<b>PRODUCER</b> Commercial Lines - (305) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	<b>CONTACT NAME:</b> Risk Management Department <b>PHONE (A/C, No, Ext):</b> (866) 443-8489 <b>FAX (A/C, No):</b> (800) 889-0021 <b>E-MAIL ADDRESS:</b> Work.Comp@Trinet.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TriNet HR III-A, Inc. RE: NH Manufacturing Extension Partnership Inc. 9000 Town Center Parkway Bradenton, FL 34202	<b>INSURER A:</b> Indemnity Insurance Company of North America      NAIC # 43575	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 14336418**      **REVISION NUMBER: See below**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR_C66084280	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation is limited to worksite employees of New Hampshire Manufacturing Extension Partnership Inc. through a co-employment contract with TriNet HR III-A, Inc.

<b>CERTIFICATE HOLDER</b> DRED, Office of International Commerce Attn: Tina Kasim 172 Pembroke Road Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



TEL: 1-800-368-8888  
TELEPHONE LINES - (305) 443-4886  
INSURANCE SERVICES LLC  
100 SOUTH BAYSHORE DRIVE, SUITE 1600  
PALM BEACH GARDENS, FL 33410



DIRECTOR, OFFICE OF INTERNATIONAL COMMERCE  
ATT: TINA KASIM  
172 PEMBROKE ROAD  
CONCORD NH 03301

.....  
Would you like to receive this certificate via email or fax?

We offer expedited delivery to better serve our mutual clients.

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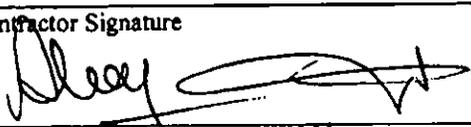
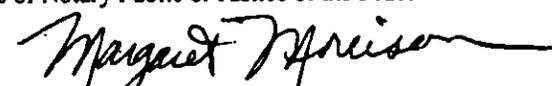
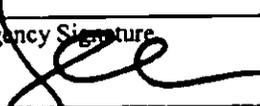
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 1 Eagle Square, Suite 100, Concord, NH 03301	
1.3 Contractor Name Manufacturing Extension Partnership of New Hampshire, Inc.		1.4 Contractor Address 172 Pembroke Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-226-3200	1.6 Account Number 14550000-102-500731	1.7 Completion Date October 31, 2020	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Tina Kasim, OIC Program Director		1.10 State Agency Telephone Number 603-271-8444	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Zenagui Brahim, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>September 20, 2019</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 <del>Justice of the Peace</del> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;">                     MARGARET MORRISON, Notary Public                      State of New Hampshire                      My Commission Expires April 20, 2021                 </div> </div>			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> MARGARET MORRISON, PROGRAM ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory TAYLOR HOWELL, COMMISSIONER	
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) (if applicable) By:  On: <u>12/2/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2B

9/12/19

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

28

Date

09/24/19

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**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 MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1996. 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: 257895

Certificate Number: 0004591947



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of September A.D. 2019.

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, **David Metzemaekers**, hereby certify that I am duly elected Chairman of Manufacturing Extension Partnership of NH (NH MEP). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 8, 2017 at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Zenagui Brahim is duly authorized to enter a Contract on behalf of with the Manufacturing Extension Partnership of NH with the New Hampshire Department of Resources and Economic Development and further is Authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the September 12, 2019. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

**DATED: September 12, 2019**

  
**ATTEST: David Mezemaekers**  
**Chairman of MEP of NH**



*Patricia C French*

**Department of Resources and Economic Development  
Division of Economic Development  
Office of International Commerce**

**Technology Focused Market Intelligence Services**

**Exhibit A**

**Scope of Work**

This Contract Agreement, by and between the State of New Hampshire Department of Resources and Economic Development, hereinafter called the "State", and the Manufacturing Extension Partnership of New Hampshire, Inc., hereafter referred to as "NH MEP", is for NH MEP to coordinate, manage, and implement the technology focused market intelligence service for no less than 6 defense-impacted New Hampshire businesses.

**Personnel**

- NH MEP shall secure all personnel required in performing the services under this Contract Agreement.
- All of the services required hereunder shall be performed by NH MEP or the State, or under the State's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

**Scope of Work**

- Utilize a quantitative and qualitative approach to identify and select no less than six defense-dependent New Hampshire businesses to participate in project
  - Every effort will be made to provide assistance to those firms most significantly impacted by and dependent on the DoD. These efforts will employ selection criteria (e.g., reinvestment potential, defense-related revenue, etc.) as well as the best available information regarding firms that are defense impacted and dependent. Efforts will be made to prioritize defense-related impacts/dependence over all other subjective criteria. For purposes of this proposal, a qualified defense-dependent and impacted firm is defined as a business who is deriving a minimum of 20% of its business revenue from DoD contracts or as a subcontractor. Priority consideration will be given to the most defense-impacted.
- Coordinate with selected businesses through all stages of project
- Quantitatively and qualitatively assess the current state of participating businesses (its people, products, and processes)
- Quantitatively and qualitatively assess participating businesses' technologies and potential for commercialization/diversification
- Identify, profile, and characterize markets, trends, value chains, competition, and companies of most interest to participating companies
- Assist in establishing commercialization/diversification and market entry strategies
- Communicate with companies involved on a regular and scheduled basis
- Collaborate with industry subject matter experts, as required

The contractor deliverables are:

- Initial briefing meeting with OIC Project Manager outlining action plan for the project.
- At least monthly reports/updates provided to OIC Project Manager to note project status.
- Updates to company profiles provided to OIC for input into CRM system.
- Development of customized actionable market intelligence for participating companies.
- Final report detailing project outcomes for project participants, as well as a list of companies identified as being potential applicants and rationale for non-selection.

#### **Exhibit B**

##### **Contract Price**

Total contract shall not exceed:           \$150,000.00

##### **Term**

The terms of the contract shall commence upon Governor and Executive Council approval and be completed no later than October 31, 2020.

##### **Method of Payment**

- NH MEP shall submit invoices to the State on a monthly basis, based on actual expenses. Invoices shall show current and cumulative expenses incurred to date, as well as respective copies of payments to outside vendors. The State shall pay NH MEP within 30 days of receipt and approval of invoice.
- NH MEP shall submit its final invoice no later than 60 days after the end of the Office of Economic Adjustment grant term.
- All NH MEP invoices shall be submitted to:  
Tina Kasim, OIC Program Manager  
NH Department of Business and Economic Affairs  
1 Eagle Square, Suite 100  
Concord NH 03301

#### **Exhibit C**

There are no special or additional provisions to this contract.



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



**Department of Business and Economic Affairs  
Technology Focused Market Intelligence Services  
Request for Proposals**

**Issue Date:** Monday, June 10, 2019

**Title:** Technology Focused Market Intelligence Services

**Issuing Agency:** State of New Hampshire  
Department of Business and Economic Affairs  
Division of Economic Development  
Office of International Commerce  
One Eagle Square, Suite 100  
Concord NH 03301

**Period of Contract:** Pending receipt of U.S. Department of Defense, Office of Economic Adjustment (OEA), grant funding and approval from State of New Hampshire Governor and Executive Council, twelve (12) months from date of approval from Governor and Executive Council and agreement of both parties

**Proposal Deadline:** Tuesday, June 18, 2019\*  
*\*Proposal must be received at BEA not later than 3:00 p.m.*

All inquiries for information and proposal submissions should be directed to:

Nathaniel Nelson, International Trade Officer, Office of International Commerce

Email: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at BEA office, One Eagle Square, Suite 100, Concord, NH 03301.

One Eagle Square  
Suite 100  
Concord, New Hampshire 03301

☎ 603.271.2341

► visit [nh.gov](http://nh.gov) | [nheconomy.com](http://nheconomy.com) | [chooseNH.com](http://chooseNH.com)

## **1. Purpose**

Pending receipt of U.S. Department of Defense (DoD), Office of Economic Adjustment (OEA), grant funding, the purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of twelve (12) months upon the agreement of both parties and the approval of Governor and Executive Council (G&C).

The qualified contractor will coordinate with the Division of Economic Development's Office of International Commerce (OIC), the New Hampshire Aerospace and Defense Export Consortium (NHADEC) and no less than 6 defense-dependent New Hampshire businesses to provide technology focused market intelligence services. The contractor will produce customized intelligence for each company regarding market and technical development opportunities. Successfully completed, these companies will be equipped to uncover new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

## **2 Definitions**

- 2.1 "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- 2.2 "Offeror" refers to any individual, corporation, partnership or agency that responds in writing to this RFP. "State" refers to the State of New Hampshire; "DED" refers to the Division of Economic Development; "OIC" refers to the Office of International Commerce; "NHADEC" refers to the New Hampshire Aerospace and Defense Export Consortium.
- 2.3 The "Contract" is the resulting contract entered into between BEA and the successful Offeror.

## **3 Objectives**

BEA has received an OEA grant from the DoD. The goal of the grant is to enhance the capacity of the State, and its businesses, workers, industries, and communities to respond to Defense-related activities. The ultimate objectives of this grant are to provide technical assistance and resources to businesses impacted by DoD programmatic and budgetary changes and to aid businesses in economic diversification. Assistance and resources will be provided through programs of NHADEC. Founded in 2013, NHADEC is a promotional and sales-focused consortium focused on fostering the most opportune global markets for its members. The focus of

NHADEC's efforts is on helping members reach their full global market potential—increasing sales by diversifying and building new markets.

The purpose of this project is to provide no less than 6 defense-dependent New Hampshire businesses with market intelligence services that consider the technical and market viability of participants' assets. The goal of the service is to provide customized actionable intelligence on the market impacts of a business' technology-based asset. This service will assist defense-dependent businesses with uncovering commercial opportunities for technology-based assets (e.g., idea, product, process, capability).

#### 4 Scope of Work

Using a \$150,000 funding level, proposals must be based on a 12-month period of time and address each item listed below.

- Utilize a quantitative and qualitative approach to identify and select no less than six defense-dependent New Hampshire businesses to participate in project
  - Every effort will be made to provide assistance to those firms most significantly impacted by and dependent on the DoD. These efforts will employ selection criteria (e.g., reinvestment potential, defense-related revenue, etc.) as well as the best available information regarding firms that are defense impacted and dependent. Efforts will be made to prioritize defense-related impacts/dependence over all other subjective criteria. For purposes of this proposal, a qualified defense-dependent and impacted firm is defined as a business who is deriving a minimum of 20% of its business revenue from DoD contracts or as a subcontractor. Priority consideration will be given to the most defense-impacted.
- Coordinate with selected businesses through all stages of project
- Quantitatively and qualitatively assess the current state of participating businesses (its people, products, and processes)
- Quantitatively and qualitatively assess participating businesses' technologies and potential for commercialization/diversification
- Identify, profile, and characterize markets, trends, value chains, competition, and companies of most interest to participating companies
- Assist in establishing commercialization/diversification and market entry strategies
- Communicate with companies involved on a regular and scheduled basis
- Collaborate with industry subject matter experts, as required

The contractor deliverables are:

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- At least monthly reports/updates provided to OIC Project Manager to note project status.
- Updates to company profiles provided to OIC for input into CRM system.
- Development of customized actionable market intelligence for participating companies.
- Final report detailing project outcomes for project participants, as well as a list of companies identified as being potential applicants and rationale for non-selection.

## **5 General Requirements**

### **5.1 Copies and Distribution of Proposal**

- 5.1.1 In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original, (1) electronic version and four (4) copies of each proposal must be submitted to BEA. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to present to the selection committee, if requested.

### **5.2 Organization and Experience**

- 5.2.1 Demonstrate the Offeror's financial capability to provide the work described in Section 4: Scope of Work.
- 5.2.2 Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- 5.2.3 Demonstrate experience providing technical assistance and market intelligence services, in addition to working with the aerospace and defense sectors.
- 5.2.4 Provide relevant examples of previous work.
- 5.2.5 Explain previous contracted services provided to State, if any.

### **5.3 Oral Presentation**

- 5.3.1 Offerors who submit a written proposal in response to this RFP may be selected to make an oral presentation. BEA will schedule the time and location of these presentations.

### **5.4 Financial Standing**

- 5.4.1 An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal

**5.5 Proposal Inquiries**

- 5.5.1 All inquiries concerning this RFP, including but not limited to requests for clarification, shall be submitted by e-mail to:

Contact: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

**Subject Line: RFP Reference: Technology Focused Market Intelligence Services Questions due by noon Thursday, June 13, 2019**

**5.6 Restriction on Contact with State Employees**

- 5.6.1 From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 5.5

**6 Specific Requirements**

- 6.1 Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.

**6.2 *Experience, Qualifications, and Strategic Exercise:***

- 6.2.1 Complete "Contractor Data Sheet" (Attachment A).
- 6.2.2 A written one-page introductory statement including:
- Experience in providing services as described in Section 4 and previous experience working with OEA grantees and/or projects.
  - Experience and expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- 6.2.3 A written one-page narrative detailing the implementation of the identified deliverables, with language speaking to an understanding of the unique

challenges and opportunities faced by New Hampshire's aerospace and defense industries. (To ensure client confidentiality, please be sure to redact client names.)

### **6.3 Proposal Submissions**

- 6.3.1 All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.
- 6.3.2 Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 4: Scope of Work*.
- 6.3.3 Proposals should be as thorough and detailed as possible so that BEA may properly evaluate Offeror capabilities to provide the required services.
- 6.3.4 Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.
- 6.3.5 The original copy must remain at BEA, available for public inspection/disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on BEA and BEA shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.
- 6.3.6 Proposal submissions can be e-mailed, mailed, or hand-delivered and directed to Nathaniel Nelson, International Trade Officer, Office of International Commerce. E-mailed proposal submissions should be sent to the following e-mail: [Nathaniel.Nelson@livefree.nh.gov](mailto:Nathaniel.Nelson@livefree.nh.gov)

If proposals are mailed, send directly to issuing agency. If proposals are hand-delivered, deliver to receptionist at BEA office, One Eagle Square, Suite 100, Concord, NH 03301.

- 6.4 Financial Terms - Complete "Rates and Fees Schedule" (Attachment B).
- 6.5 A written description of prior work, especially in the areas of developing and communicating customized intelligence for defense-impacted companies, specifically focused on uncovering new commercial opportunities for technology-based assets (e.g., idea, product, process, capability).
- 6.6 A presentation of proposed strategy, methodologies, and execution (if requested).
- 6.7 Provide at least four recent client references, of which at least two (2) shall be aerospace/defense-industry related. Include contract/service dates and contact information.

## **7 Evaluation and Award Criteria**

- 7.1 All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of BEA and NHADEC.
- 7.2 All written proposals will be evaluated and scored on a 100 point basis on the following criteria (Attachment C), which will be accorded the relative weight indicated in parentheses:
- Experience and Qualifications of key staff and subcontractors (30 points)
  - Overall strategy and approach, methodology (30 points)
  - Creativity/Innovation (20 points)
  - Budget Approach/Cost Effectiveness (20 points)
  - Grand Total (100 points)
- 7.3 Offeror(s) must meet a minimum threshold of 60 points to be considered for further evaluation. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 7.2.
- 7.4 Identified Offeror(s) will be selected to provide a creative presentation to further evaluate Offeror's capabilities. These presentations will be graded on a 20 point scale, outlined in the Proposal Score Sheet (Attachment C). BEA will notify finalists at least 5 days prior to creative presentation to schedule times and determine location. The score for oral presentation will be added to the scoring for the written proposal to reach a final evaluation score.
- 7.5 The Selected Contractor will be notified in writing. BEA and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BEA is unable to negotiate a satisfactory contract with the first Selected Contractor, BEA may undertake negotiations with the next recommended Offeror.

7.6 The proposed Contract must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract approved by the Governor and Executive Council will be effective immediately upon approval.

7.7 Offerors are advised that pursuant to New Hampshire Law, all information regarding RFP proposals, except for the number of Offerors, is confidential until five (5) days before submission of a contract to the Governor and Executive Council. After award of the contract, all RFP proposals, presentations and other documents may be subject to public disclosure pursuant to RSA 91-A. Accordingly, Offerors are requested to clearly identify any materials that they believe to be proprietary or confidential prior to submission of their proposals and/or presentations.

7.8 Proposed Timetable

Request for Proposals Issued	Monday, June 10, 2019
Deadline for Questions	Thursday, June 13, 2019 (noon)
Responses to Questions	Friday, June 14, 2019
Written Proposal Deadline	Tuesday, June 18, 2019
Invitations to Present	Monday, June 24, 2019
Oral Presentations	Wednesday, June 26, 2019
Award Announcement	Thursday, June 27, 2019
Contractual & Approval Process	July - August 2019
Contract Effective	Upon Governor & Council Approval

8 Conditions

*Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.*

8.1 **Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.

8.2 **Conformance With Statutes:** Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.

8.3 **Amending or Canceling:** The State reserves the right to amend this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.

8.4 The State reserves the right to cancel this RFP, decline to award a contract related to this RFP and/or to re-issue or this RFP.

- 8.5 Rejection for Misrepresentation:** The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 8.6 Contract Format:** The successful contractor will be required to sign or provide the following documentation:
- **Service Contract Form – Form P-37 (Attachment D)**
  - **Certificate of Authority.** This document is required of the Contractor to certify by vote of the corporation's board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
  - **Certificate of Good Standing** document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State's office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Existence shall be current and are renewable annually by April 1<sup>st</sup>.
  - **Comprehensive general liability insurance** against all claims of bodily injury, death, or property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and special cause of loss coverage form covering all property in BEA in an amount not less than 80% of the whole replacement value of the property (Section 14 Insurance of the State Agreement Form P37).
- 8.7 Speaking on behalf of the State of New Hampshire/BEA:** Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.
- 8.8 The Contractor may "subcontract" services.** Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)' qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of BEA.
- 8.9 Contractor is to provide BEA with 90 days written notice of any proposed changes to subcontractor.**
- 8.10 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.**

**8.11 The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.**

**8.12 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies BEA of such event – in writing- BEA may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.**

**CONTRACTOR DATA SHEET**  
(To be completed by Offeror)

1. Years in business: Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ years \_\_\_\_\_ months
  
2. References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management/sector organization. Include the date services were furnished, and contacts.

Client	City / State	Dates of Service	Contact Name / Phone / E-mail

3. Are you a subsidiary firm? \_\_\_\_ yes \_\_\_\_ no

If yes, list the location of your parent affiliation:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

4. List total number of employees:

\_\_\_\_\_ Full-time \_\_\_\_\_ Part-time/other

**Authorized Signature(s)**

This form must be completed and signed by an officer of the company

Name of Firm: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date of incorporation: \_\_\_\_\_

If not a corporation, state the type of business organization, names and addresses of the owners, address and phone of the principle place of business, date business began, and state in which organized.

I certify the accuracy of this information.

Signature: \_\_\_\_\_

Name and title (print or type): \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT B**  
**Rates & Fees Schedule**

	<b>Amount</b>
<b>1. Agency Fee</b>	
<b>2. Out-of-Pocket Expenses</b>	
<b>TOTAL</b>	

Proposal Score Sheet

FOR BEA USE ONLY:

COMPANY	
REVIEWER	
DATE	
TOTAL SCORE (Maximum 100)	

Criteria	Max Points	Score	Notes
<p><b>Experience and Qualifications of key staff and subcontractors</b>                      Personnel/subcontractor experience; ability to absorb project into current workflow; ability to work with OIC/DED and its partners; knowledge of state, regional, domestic and international aerospace and defense sectors; knowledge of technology focused market intelligence methodology and assessment best practices; experience working with OEA grantees and projects.</p>	30		
<p><b>Overall strategy and approach, methodology</b>                      Proposal reflects the ability to collaborate with multiple agency and OEA partners and NH businesses to implement stated goals and objectives, strategies, and projects.</p>	30		

<b>Creativity/Innovation</b>	20
<b>Budget Approach/Cost Effectiveness</b> Proposal shall include all pricing information relative to performing the scope of services described in the RFP.	20
<b>Creative Presentation (if applicable)</b> Ability to effectively communicate strategic approach to project and to provide thorough and impacting answers to questions (if applicable)	20

**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 [REDACTED]		1.2 State Agency Address [REDACTED]	
1.3 Contractor Name [REDACTED]		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number [REDACTED]	1.7 Completion Date [REDACTED]	1.8 Price Limitation [REDACTED]
1.9 Contracting Officer for State Agency [REDACTED]		1.10 State Agency Telephone Number [REDACTED]	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory [REDACTED]	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned a floor, personally appeared the person identified in block 1.12, or satisfactory proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date:		1.15 Name and Title of State Agency Signatory	
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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 in lieu 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 1.14, unless such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the occurrence 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 the 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 release owed 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 104:7 through RSA 104:7-e or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding anticipated amendments to the no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.3.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS REGARDING 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 entities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, are communications with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as required by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and prohibitions in the State of New Hampshire or the United States to ensure implementation thereof. 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 covenant, 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 organization 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 presently involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including but not limited to, all studies, reports, files, formulas, 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 the one 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 or any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 hereof, 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 is made by insurers licensed in the State of New Hampshire.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 16. 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 incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation payments 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 provision 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 provision 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, to a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, hereto.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and a 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.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

## ATTACHMENT B

### Proposal Evaluation for Technology Focused Market Intelligence Services

The Division of Economic Development, Office of International Commerce, issued a Request for Proposal (RFP) on December 12, 2018, and then reposted on June 10, 2019, for a vendor to provide specialized market intelligence aimed at producing market insights for new technology-based products and markets to aid in the growth and commercialization of technology within the aerospace and defense sectors. The aerospace and defense sectors are noted to have high-growth potential and opportunities for companies at various parts of the supply-chain.

The deadline for submitting responses to the RFP was June 18, 2019. The company listed below submitted a proposal by the deadline and was reviewed based on the scoring criteria below.

- New Hampshire Manufacturing Extension Partnership

Below is an overview of scoring for each submitted proposal with a breakdown of scoring attached for your review.

Selection Committee Members	Company
	New Hampshire Manufacturing Extension Partnership
Nathaniel Nelson, Office of International Commerce	98
Tina Kasim, Office of International Commerce	95
Joe Zaccari, Corfin Industries	100
<b>Total Average Score</b>	<b>97.3</b>

#### Criteria for scoring:

- |   |                    |
|---|--------------------|
| 1. Experience and Qualifications              | Maximum points: 30 |
| 2. Overall strategy and approach, methodology | Maximum points: 30 |
| 3. Creativity/Innovation                      | Maximum points: 20 |
| 4. Budget Approach/Cost Effectiveness         | Maximum points: 20 |

The review panel's recommendation is to award this contract to New Hampshire Manufacturing Extension Partnership based on the scores for the abovementioned criteria.



The State of New Hampshire OCT 06 '20 PM 2:16 DAS  
**Department of Environmental Services**

Robert R. Scott, Commissioner



am

5D

September 18, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to execute an amendment to the contract (PO# 9005610) with Hydrevolution, LLC (VC# 314687 R001), Seattle, WA, to conduct leak detection surveys at New Hampshire community water systems, by extending the completion date to November 30, 2021 from November 30, 2020, effective upon approval by the Governor and Council. The original contract was approved by the Governor and Council on March 11, 2020 as Item #54. 100% Federal Funds. This is a no-cost time extension only.

EXPLANATION

This amendment to the contract is being requested to allow Hydrevolution, LLC additional time to conduct leak detection surveys at 49 New Hampshire community water systems. All other conditions of the original contract will remain in full effect. Hydrevolution, LLC was unable to start the field work in 2020 due to travel restrictions, quarantine requirements, and safety concerns associated with the COVID-19 pandemic.

To date, none of the original contract amount of \$83,000 has been spent.

This amendment to the contract has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval of this item.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

**Agreement for Services with Hydreolution, LLC**  
**Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Hydreolution, LLC (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on March 11, 2020 as Item #54, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Agreement, the Agreement may be amended, waived, or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - a. The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from November 30, 2020 to November 30, 2021.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:   
Robert R. Scott, Commissioner

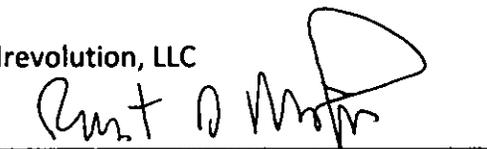
Date: 9/21/20

OFFICE OF ATTORNEY GENERAL

By: 

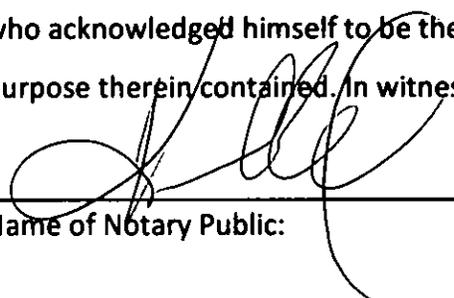
Date: 10/05/2020

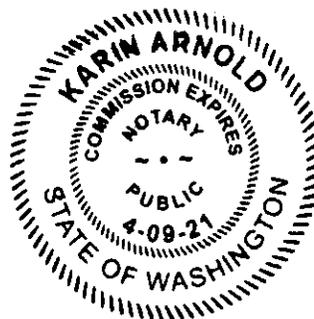
Hydrevolution, LLC

By:   
Robert Meston, President

Date: 9/10/2020

State of Washington, County of pierce. On this 10<sup>th</sup> day of sept, 2020,  
before the undersigned officer, personally appeared Robert D Meston  
who acknowledged himself to be the person who executed the foregoing instrument for the  
purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

  
Name of Notary Public:



# 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 HYDREVOOLUTION, LLC is a Washington Limited Liability Company registered to transact business in New Hampshire on January 15, 2020. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 834633

Certificate Number: 0005001928



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Robert Meston, hereby certify that I am the controlling member of Hydrevolution, LLC and have been since April 02, 2019.

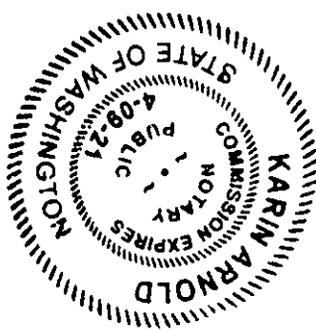
I Hereby certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the state of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed *Robert Meston*

Dated 9/10/2020

State of Washington, County of *Pierce*, on this *10<sup>th</sup>* day of  
September 2020, before me, *Robert Meston*, the undersigned officer,  
personally appeared *[Signature]*, known to me (or satisfactorily  
proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained. In  
witness whereof, I hereunto set my hand and official seal.



*[Handwritten signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Chubb Customer Service Center	
COVERHOUND INC		<b>PHONE (A/C, No, Ext):</b> (866) 972-2727	<b>FAX (A/C, No):</b>
5655 LINDERO CANYON ROAD SUITE 420		<b>E-MAIL ADDRESS:</b> Chubbcscc@chubb.com	
WESTLAKE VILLAGE CA 91362		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Pacific Indemnity Insurance Company	<b>NAIC #</b> 20346
<b>INSURED</b>		<b>INSURER B:</b>	
Hydrevolution, LLC dba Hydrovo		<b>INSURER C:</b>	
1916 Pike Place, 12-1370		<b>INSURER D:</b>	
Seattle WA 98101		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SERWAF149126055	07/14/2020	07/14/2021	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 \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SERWAF149126055	07/14/2020	07/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Occurrence/Aggregate \$ Incl w.in GL Limits
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire, Department of Environmental Services	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	<b>AUTHORIZED REPRESENTATIVE</b> Charmaine Scott-Hucey

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The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



February 14, 2020

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

APPROVED G & C

DATE: 11 Mar 2020

REQUESTED ACTION

ITEM # 54

Authorize the Department of Environmental Services (DES) to enter into a contract with Hydreolution (VC #314687), Seattle, WA, in the amount of \$83,000 in order to conduct leak detection surveys at 49 New Hampshire community water systems, effective upon approval by Governor and Council through November 30, 2020. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-4718-102-500731

FY 2020

\$83,000

Department of Environmental Services, DWSRF Administration, Contracts for Program Services

EXPLANATION

The Department of Environmental Services (DES) is using \$83,000 of the funds received for the Drinking Water State Revolving Loan Fund (DWSRF) to fund leak detection surveys at New Hampshire community water systems. Leak detection and repair play a fundamental role in reducing water and energy consumption in water systems through the identification and reduction of water loss and waste.

In June 2019, DES sent leak detection project solicitations to all community water systems in New Hampshire. Fifty-two water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the DES Drinking Water and Groundwater Bureau reviewed the applications and selected 48 systems to be included in the Request for Proposals (RFP).

DES summarized the projects and posted an RFP for leak detection firms to place competitive bids. Eleven proposals were received. A three-person review team consisting of experienced DES personnel independently scored the proposals in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. Hydreolution, LLC was selected by the review team as having the top ranking proposal and the lowest cost. See Attachment A for a list of proposals and rankings.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

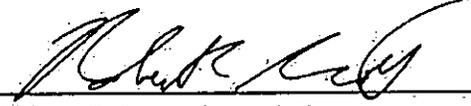
(603) 271-2513 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

The proposal submitted by Hydrevolution, LLC provided a clear plan describing how the different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing within the water systems. The firm's experience and overall approach ensure a maximum return on investment in the form of water loss recovery and energy savings.

Hydrevolution, LLC will perform acoustic listening surveys on the distribution systems of the 49 community water systems. The surveys will be conducted in accordance with the "Manual of Water Supply Practices, Water Audits and Loss Control Programs" document identification number AWWA M36, American Water Works Association, 2016. Surveys will be performed in two phases: an initial screening of the area to identify suspected leaks, followed by a pinpointing phase to locate the suspected leak. A detailed report of the findings will be filed with DES and the water system at the conclusion of each survey. It will be the responsibility of the water system to repair any leaks found.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

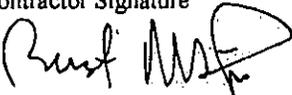
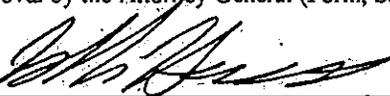
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Hydrevolution, LLC		1.4 Contractor Address 1916 Pike Place, Suite 12-1370 Seattle, WA 98101	
1.5 Contractor Phone Number (844) 493-7386	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date November 30, 2020	1.8 Price Limitation \$83,000.00
1.9 Contracting Officer for State Agency Stacey Herbold, Water Conservation and Use Program Manager		1.10 State Agency Telephone Number (603) 271-6685	
1.11 Contractor Signature  Date: 1/16/2020		1.12 Name and Title of Contractor Signatory Robert Meston, President	
1.13 State Agency Signature  Date: 2-14-20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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:  On: 2/24/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 1/16/2020

**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 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds 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 provide 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.

## 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.

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.

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

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 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 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.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA # 66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between NHDES and the Grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number.

**EXHIBIT B**  
**SCOPE OF SERVICES**

This Agreement consists of the following documents: Exhibit A Special Provisions, Exhibit B Scope of Services, Exhibit C Payment Terms, Certificate of Good Standing, Certificate of Vote/Authority, Certificate of Insurance, and Workers' Compensation Coverage, and DUNS, which are all incorporated herein by reference, as it fully set forth herein".

Hydrevolution, LLC (Hydrevolution) shall perform work outlined in the proposal entitled *Proposal: Leak Detection Surveys at NH Community Water Systems*, dated 10/7/2019, and incorporated herein by reference.

Hydrevolution shall conduct comprehensive leak detection surveys on the water distribution systems of forty-nine New Hampshire community water systems in accordance with the "Manual of Water Supply Practices, Water Audits and Loss Control Programs" document identification number AWWA M36, American Water Works Association, 2016. The forty-nine water systems, totaling 1,052 miles of distribution pipe, have been selected by the New Hampshire Department of Environmental Services (NHDES) as follows:

PWSID	Water System	Town	Total Miles of Pipe	% of System
1051010	Aquarion Water/NH	Hampton	50	37%
0161010	Bartlett Village Water Precinct	Bartlett	5	100%
0201010	Belmont Water Department	Belmont	8	67%
0261010	Bow Municipal Water System	Bow	6	100%
0702020	Brandywine	East Kingston	2	100%
2232200	Chisholm Farm	Stratham	1	100%
0461010	Claremont Water Department	Claremont	70	100%
0501010	Concord Water Department	Concord	63	32%
0511010	Conway Village Fire District	Conway	25	100%
0651010	Dover Water Department	Dover	60	48%
1141020	Emerald Lake Village District	Hillsborough	13	100%

Contractor Initials   
Date 1/16/2020

0751010	Enfield Water Department	Enfield	10.5	100%
0771010	Epsom Village Water District	Epsom	10	100%
0224010	Glenclyff Home for the Elderly	Benton	5	100%
2232010	Glengarry Condominiums	Stratham	1	100%
0911010	Goffstown Village Precinct	Goffstown	29	100%
0991010	Greenville Water Department	Greenville	9	100%
1191020	Hopkinton Village Precinct	Hopkinton	3	100%
1241010	Keene Water Department	Keene	61	51%
0882150	Lake Shore Park	Gilford	3.25	100%
1321010	Lebanon Water Department	Lebanon	72	100%
1471010	Manchester Water Works	Manchester	253	50%
1481010	Marlborough Water Works	Marlborough	6	100%
0762040	Melling Glen	Epping	2	100%
2392030	Michawanic Village Condominiums	Wakefield	4	100%
1561010	Milford Water Utilities Department	Milford	64	100%
1581010	Milton Water District	Milton	8	100%
2232070	Montrose Condominiums	Stratham	1	100%
0883030	Mountain View Housing	Gilford	1	100%
0912050	Mt Laurel Estates	Goffstown	2	100%
1741010	Newport Water Works	Newport	15	36%
1101020	North Haverhill Water & Light District	Haverhill	25	100%
1841010	Ossipee Water Department	Ossipee	12	100%
2003030	Paradise Estates	Rochester	1.25	100%
0802010	Pickpocket Woods	Exeter	1	100%
2462040, 2462050	Pillsbury Lake/ Franklin Pierce & Pillsbury Lake/ Peninsula	Webster	10	100%
2303010	Pine Grove Mobile Home Park	Swanzey	3	100%
1941010	Plymouth Village Water & Sewer District	Plymouth	14.9	54%
1971010	Raymond Water Department	Raymond	16	100%
2001010	Rochester Water Department	Rochester	22	15%
2041010	Rye Water District	Rye	46	100%
0343020	Six Flags Mobile Home Park	Campton	2	100%
0162410	Stillings Grant	Bartlett	2	100%
2232090	Stratham Woods	Stratham	2	100%
0202020	Sunray Shores Water District	Belmont	2	100%
2562010	Wentworth Estates	Wolfboro	1	100%
2531010	Winchester Water Department	Winchester	29	100%
		<b>TOTAL</b>	<b>1,052 miles</b>	

#### Project Planning

At least one month prior to the survey season, Hydrevolution should provide a survey schedule for the

Contractor Initials *RS*

Date 1/16/2020

systems, indicating when the surveys shall take place. When conditions are adequate for the survey season to begin, Hydrevolution shall post a document to Google Docs and share the document with NHDES. This document shall include a list of the community water systems listed above. This document shall be continuously updated to indicate the status of the leak detection surveys at each of the water systems, including at least the estimated start dates for the surveys, the systems where a survey has been started, the systems where a survey has been completed, and the systems scheduled for a survey during the upcoming month.

### Communication and Meetings

Hydrevolution, LLC shall contact each water system prior to the leak detection survey and request the following:

- A map in the form of a PDF file or paper plan of the area to be surveyed that shows pipe materials, pipe diameters, and contact points. If pipe materials, pipe diameters, or contact points are not known, the map shall indicate same. In instances where a map is not available, a schematic drawing of the system configuration shall be acceptable.
- The name, phone number, and email address of the water system representative that shall be the point of contact for the survey.
- Hydrevolution shall request, if needed, the water system representative to clean out valve and service boxes to facilitate the survey and operation of valves.

Hydrevolution shall schedule the survey and provide reasonable accommodation to meeting the needs of the water system representative's schedule both before the survey (to conduct the necessary preparatory work) and during the survey. Hydrevolution shall work with the system representative to determine when the system representative will be available to assist with the survey and if the system representative would like to be present during other portions of the survey.

Prior to starting the survey at each system, Hydrevolution shall meet with the system representatives. During the meeting Hydrevolution shall provide a clear understanding of the survey process and methodology, go over the days or hours Hydrevolution plans to be onsite to complete the survey, and review communication expectations during the survey. Hydrevolution shall also go over the water system plans provided by the system with the representative.

Hydrevolution shall check in with the water system representative daily to summarize the findings in the field and, if necessary or per the representative's request, review results in the field. For systems that take a day or less to survey, Hydrevolution shall provide a leak sheet to the representative day of. For all other systems, leak sheets shall be provided no later than the next day. Upon completion of the survey, Hydrevolution shall hold a brief close out meeting with the representative.

Contractor Initials                       
Date 1/16/2020

## Completion of Leak Detection Surveys

The conclusion of a leak detection survey is based on the successful completion of the following three tasks:

### Task 1 - Initial Listening Survey

Hydrevolution shall utilize specialized equipment to “listen” for sounds on direct contact points, such as, but not limited to, fire hydrants, main line gate valves, meter/curb valves, and blow-offs. System configuration, pipe material, pipe diameter, contact point spacing, system pressure, soil type, equipment sensitivity, and other variables shall be considered when selecting the most appropriate equipment and method for performing the initial listening survey.

The sound velocity of pipelines to be surveyed shall be determined and used in conjunction with the leak detection equipment. Prior to starting the survey of a system, a false leak shall be created to determine how far away leak detection equipment can detect the noise. Valves, hydrants, and services shall be checked at the determined distance or closer. Intersecting pipelines shall be surveyed from at least two directions and at least three listening points.

Since PVC is a poor sound conductor, all available appurtenances shall be checked on PVC pipe. If water distribution lines do not have available appurtenances or appurtenances are further than acoustic equipment can measure, a surface microphone shall be used to listen directly over the lines at 6-10' intervals. A test rod and/or resonance plate in conjunction with the ground microphone shall be used in instances where the main is located more than three feet off a hard surface.

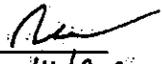
Survey tracking sheets shall be used to track areas surveyed. When leak noise is detected, the appurtenance used to detection the noise shall be documented for pinpointing.

The survey shall be performed between the hours of 8am and 4pm in areas that are typical to residential neighborhoods. The survey shall be performed between the hours of 10pm and 6am in areas that are commercial in nature and/or if high daytime traffic volumes are present.

### Task 2 – Secondary Listening Survey and Pinpointing Phase

All areas identified during the initial listening survey as having potential leak activity shall be scheduled for a secondary listening survey and pinpointing phase. The secondary listening survey shall be conducted within two to forty-eight hours of the initial listening survey.

Hydrevolution shall perform an intensified pattern of sonic tests directly over the mains and services to identify the location of the leak. An electronic digital leak noise correlator shall be used as a pinpointing tool where possible and a ground microphone shall be used to confirm the correlator results and the leak location.

Contractor Initials 

Date 1/16/2020

When a hydrant leak is suspected, the hydrant shall be valved off where possible and the main line shall be further surveyed.

Once a leak is pinpointed, a leak sheet shall be filled out with the applicable information.

In instances when a leak is repaired immediately by the water system, Hydrevolution shall return to area of confirmed leakage following repair to rule out other leaks that may be present.

System maintenance needs observed such as broken/missing valve lids, etc. shall be documented, as well as observations of other sources of water which may be causing leak problems such as storm drains or irrigation.

Hydrevolution shall not be required to perform pinpointing on pipelines that are not the responsibility of the system being surveyed.

Hydrevolution shall notify the water system representative within 24 hours of any leaks discovered. If Hydrevolution is unable to reach the client within 24 hours, a follow-up after 24 hours will be acceptable as long as Hydrevolution has made adequate attempts of reaching client to report leaks.

### Task 3 - Leak Reports

Hydrevolution shall prepare a report for each leak identified during the survey. The report shall contain the following and be based on the leak report template provided by NHDES:

- The date of leak discovery;
- Leak consultant initials;
- A photograph of the leak location;
- A map identifying the leak location and contact points used to identify the leak;
- The nearest street address of the leak location;
- The latitude and longitude of the leak location;
- The type of leak (main, valve, hydrant, service, etc.);
- The approximate leakage rate in gallons per minute;
- Leak severity classification;
- The type of surface cover, pipe material, and pipe size of the leak location;
- The method used for locating the leak; and
- An indication if the leak was visible or not.

At the conclusion of each survey, a final report shall be prepared and submitted by email to NHDES and copied to the water system. The final report shall be in PDF format and include the following:

- A summary of the project, including at least the following:
  - methodology used for that particular system and why;

Contractor Initials

Date 1/16/2020

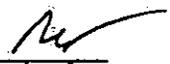
- dates of survey;
- miles surveyed;
- number of leaks found; and
- description of difficult areas to survey and what could be done to resolve this in the future;
- A copy of all leak reports as outlined above;
- A summary table of address, cross street, latitude, longitude, leak type, pipe material, pipe size, and estimated gpm;
- A table of the number of leaks by leak type;
- A table of the leakage volume by leak type;
- A table of the number of visible vs non-visible leaks;
- A table of the leakage volume of visible vs non-visible leaks;
- Project observations and maintenance needs;
- Survey review;
- Pinpointing review; and
- Recommendations and conclusions.

Upon completion of all of the surveys, a Microsoft Excel document with editing capabilities shall be submitted to NHDES. The document shall contain a list of all leaks found, including the system name, address, cross street, latitude, longitude, leak type, pipe material, pipe size, and estimated gpm.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

All services shall be performed to the satisfaction of NHDES before payment is made. Payments shall be made by NHDES within 30 days of invoice receipt and approval. Invoices shall be submitted to NHDES for payment no more than once per month and only for water systems where the scope of services included in Exhibit A have been completed. Payments shall be made for the successful completion of all actions and tasks identified in Exhibit A at each of the community water systems listed below and in accordance with the following payment schedule:

PWSID	Water System	Town	Hydrevolution
1051010	Aquarion Water/NH	Hampton	\$3,500.00
0161010	Bartlett Village Water Precinct	Bartlett	\$500.00
0201010	Belmont Water Department	Belmont	\$500.00
0261010	Bow Municipal Water System	Bow	\$500.00
0702020	Brandywine	East Kingston	\$250.00
2232200	Chisholm Farm	Stratham	\$250.00
0461010	Claremont Water Department	Claremont	\$5,000.00
0501010	Concord Water Department	Concord	\$4,500.00
0511010	Conway Village Fire District	Conway	\$2,000.00

Contractor Initials 

Date 1/16/2020

0651010	Dover Water Department	Dover	\$4,500.00
1141020	Emerald Lake Village District	Hillsborough	\$2,000.00
0751010	Enfield Water Department	Enfield	\$1,000.00
0771010	Epsom Village Water District	Epsom	\$1,000.00
0224010	Glenclyff Home for the Elderly	Benton	\$500.00
2232010	Glengarry Condominiums	Stratham	\$250.00
0911010	Goffstown Village Precinct	Goffstown	\$2,000.00
0991010	Greenville Water Department	Greenville	\$1,000.00
1191020	Hopkinton Village Precinct	Hopkinton	\$500.00
1241010	Keene Water Department	Keene	\$4,500.00
0882150	Lake Shore Park	Gilford	\$750.00
1321010	Lebanon Water Department	Lebanon	\$5,000.00
1471010	Manchester Water Works	Manchester	\$18,000.00
1481010	Marlborough Water Works	Marlborough	\$500.00
0762040	Melling Glen	Epping	\$250.00
2392030	Michawanic Village Condominiums	Wakefield	\$500.00
1561010	Milford Water Utilities Department	Milford	\$4,500.00
1581010	Milton Water District	Milton	\$1,000.00
2232070	Montrose Condominiums	Stratham	\$250.00
0883030	Mountain View Housing	Gilford	\$250.00
0912050	Mt Laurel Estates	Goffstown	\$250.00
1741010	Newport Water Works	Newport	\$1,000.00
1101020	North Haverhill Water & Light District	Haverhill	\$2,500.00
1841010	Ossipee Water Department	Ossipee	\$1,000.00
2003030	Paradise Estates	Rochester	\$250.00
0802010	Pickpocket Woods	Exeter	\$250.00
2462040, 2462050	Pillsbury Lake/ Franklin Pierce & Pillsbury Lake/ Peninsula	Webster	\$1,000.00
2303010	Pine Grove Mobile Home Park	Swanzey	\$500.00
1941010	Plymouth Village Water & Sewer District	Plymouth	\$1,000.00
1971010	Raymond Water Department	Raymond	\$1,000.00
2001010	Rochester Water Department	Rochester	\$1,500.00
2041010	Rye Water District	Rye	\$3,500.00
0343020	Six Flags Mobile Home Park	Campton	\$500.00
0162410	Stillings Grant	Bartlett	\$500.00
2232090	Stratham Woods	Stratham	\$250.00
0202020	Sunray Shores Water District	Belmont	\$500.00
2562010	Wentworth Estates	Wolfeboro	\$250.00
2531010	Winchester Water Department	Winchester	\$2,000.00
			<b>\$83,000.00</b>

Contractor Initials *MW*  
Date 1/16/2020

CERTIFICATE OF AUTHORITY

I, Robert Meston, hereby certify that I am the controlling member of Hydrevolution, LLC and have been since April 02, 2019.

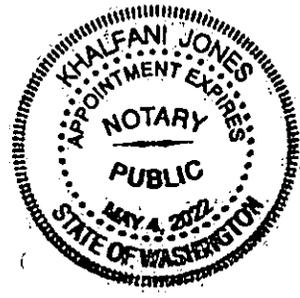
I Hereby certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed: [Signature]  
Dated: 1/16/2020

State of Washington, County of Pierce On this the 16<sup>th</sup> day of January 2020, before me Khalfan Jones the undersigned officer, personally appeared Robert David Meston known to me (or satisfactorily proven) to be the person whose Name is subscribed to the within instrument and acknowledged that he/she executed the same for the Purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

[Signature]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/15/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: COVERHOUND INC 3635 LINDRRO CANYON ROAD SUITE 420 WESTLAKE VILLAGE, CA 91362	CONTACT NAME: Chubb Customer Service Center PHONE No. Ext: (866) 972-2727 EMAIL ADDRESS: Chubbcs@chubb.com	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20346
INSURED: Hydevolution, LLC 1916 Pike Place, 12-1370 Seattle WA 98101			

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	REVISION PERIOD (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	SERWA149126055	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				LIMITED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe in detail:	N/A			<input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	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 Patricia Luc
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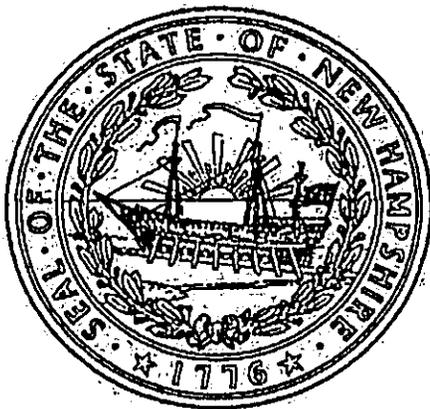
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HYDREVOOLUTION, LLC is a Washington Limited Liability Company registered to transact business in New Hampshire on January 15, 2020. 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: 834633

Certificate Number: 0004779304



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of January A.D. 2020.

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

William M. Gardner  
Secretary of State

**Attachment A  
Leak Detection Survey Proposal Rankings**

**Rankings for Firms Responding to Request for Proposals  
(Points available per category = 30)**

FIRM	Overall Understanding (30 Points)	Adequacy of Approach (30 points)	Qualifications and Experience (30 Points)	Total Cost (30 Points)	Time to Complete (30 Points)	Total	Rank
Hydrevolution, LLC	25	23	24	30	22	124	1
New England Water Distribution Services, LLC	25	24	29	23	22	123	2
Matchpoint Water Asset Management Inc.	23	22	27	16	20	108	3
Water Loss Systems Inc.	20	19	26	20	17	102	4
Utility Services Associates	20	20	22	17	19	98	5
Scott Enterprises	18	20	19	23	17	97	7
Consulting Engineering, Inc.	22	15	23	17	15	92	8
American Leak Detection	19	16	13	15	16	79	9
QNRW	19	17	16	12	13	77	10
EnTech Engineering, Inc.	14	15	10	6	7	52	11
Utilis	14	11	8	7	5	45	12

**Review Team Members**

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalist IV	Drinking Water and Groundwater Bureau	15
Kelsey Vaughn	Environmentalist III	Drinking Water and Groundwater Bureau	8
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	6



The State of New Hampshire  
**Department of Environmental Services**

OCT 06 '20 PM 2:18 DAS



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**Robert R. Scott, Commissioner**

September 25, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend an agreement (PO #1064375) with the University of New Hampshire, (VC #315187-B083) for the *Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study* project by extending the end date from December 31, 2020 to December 31, 2021. The original agreement was approved by the Governor and Council on October 3, 2018, Item #48. No additional funding is requested in this amendment. 100% Federal Funds

EXPLANATION

NHDES requests this Amendment to provide additional time for the Grantee to complete the project. This amendment is requested due to a COVID-19 related moratorium on non-essential construction activities on the University of New Hampshire (UNH) campus. Please see Attachment A for a copy of the original Grant Agreement.

To complete this project, UNH facilities will partner with the UNH Stormwater Center to implement best management practices (BMPs) that disconnect impervious cover at identified nitrogen source hotspots. The Great Bay Nitrogen Non-Point Source Study (GBNNPSS) identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to Great Bay. The project focuses on a parking area located in the southeastern portion of UNH's Durham campus. The project partners will construct stormwater management practices to treat runoff from a 14.7-acre area which includes 12.5 acres of effective impervious cover (EIC). The project will disconnect and treat runoff through the implementation of an innovative subsurface gravel wetland prior to discharging to receiving waters. Disconnection of this EIC will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

The improvements in this project proposal will address stormwater quality and quantity. Improvements are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the GBNNPSS.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this project. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

**AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT  
between the  
STATE OF NEW HAMPSHIRE, Department of Environmental Services  
and the  
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **October 3, 2018**, item # **48** for the Project titled "**Great Bay Pollution Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation**," Campus Project Director, **James Houle**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

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

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of 12/31/2020 with the revised Project End Date of 12/31/2021, and Exhibit A, article B is revised to replace the Project Period of **Upon G&C Approval – December 31, 2020** with **Upon G & C Approval – December 31, 2021**.
- Article C. is amended to add Exhibit A by including the proposal titled, " \_\_\_\_\_ ," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to increase funds in the amount of \$ \_\_\_\_\_ and will read:  
  
Total State funds in the amount of \$ \_\_\_\_\_ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:  
  
Campus will cost-share \_\_\_\_\_ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article \_\_\_\_\_ is amended in its entirety to read as follows:

Article \_\_\_\_\_ is amended in its entirety to read as follows:

- Article H. is amended such that:

- State has chosen not to take possession of equipment purchased under this Project Agreement.
- State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

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

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

**By An Authorized Official of:**

**University of New Hampshire**

Name: Karen M. Jensen

Title: Director, Sponsored Programs Administration

Signature and Date: Karen Jensen 8/28/20

**By An Authorized Official of:**

**Department of Environmental Services**

Name: Robert R. Scott

Title: Commissioner

Signature and Date: Robert R. Scott 9/28/20

**By An Authorized Official of: the New Hampshire Office of the Attorney General**

Name: Joshua Harrison

**By An Authorized Official of: the New Hampshire Governor & Executive Council**

Name: \_\_\_\_\_

Title: Assistant Attorney General  
Signature and Date: [Signature] 10/05/2020

Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

**EXHIBIT A**

- A. Project Title:
- B. Project Period: Upon G & C Approval – December 31, 2021
- C. Objectives:
- D. Scope of Work:
- E. Deliverables Schedule:
- F. Budget and Invoicing Instructions:



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

August 29, 2018

APPROVED G & C

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

DATE 10/3/18  
ITEM # 48  
R1-18-C-04

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the University of New Hampshire Stormwater Center, (VC# 177867) in the amount of \$75,000 to complete the *Great Bay Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen*, effective upon Governor and Council approval through December 31, 2020. 100 % Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500575 FY 2019  
Dept. Environmental Services, NPS Restoration Program, Grants-Federal \$75,000

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017/2018 Watershed Assistance Grants program. The twenty-one proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

Watershed Assistance grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics which often have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

UNH facilities will partner with the UNH Stormwater Center to implement best management practices (BMPs) that disconnect impervious cover at nitrogen loading hotspots in the Great Bay watershed. *The*

*Great Bay Nitrogen Non-Point Source Study* (GBNNPSS) identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Nitrogen from stormwater has been identified by GBNNPSS as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. The project focuses on a 16.2 acre area along the southeastern portion of UNH Durham campus. This phase will focus on management of a 14.7 acre area which includes 12.5 acres of effective impervious cover (EIC). The project will disconnect and treat runoff through the implementation of an innovative subsurface gravel wetland prior to discharging to receiving waters. Disconnection of this EIC will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

The improvements realized through this project will address stormwater quality and quantity, and are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the GBNNPSS.

The total project costs are budgeted at \$125,025. NHDES will provide \$75,000 (60%) of the project costs through a Section 319 of the Clean Water Act, federal grant. A budget breakdown is provided in Attachment A. In the event that federal funds become no longer available, General funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



---

Robert R. Scott, Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Environmental Services**

and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 12/31/2020. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Great Bay Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen.**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Stephen C. Landry

Address: NHDES  
29 Hazen Drive  
Concord, NH 03302

Phone: (603) 271-2969

**Campus Project Administrator**

Name: Cheryl Moore

Address: University of New Hampshire  
51 College Road  
Service Building  
Durham, NH 03824

Phone: (603) 862-1992

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Sally Soule

Address: NHDES  
222 International Drive  
Portsmouth, NH 03801

**Campus Project Director**

Name: James Houle

Address: University of New Hampshire  
Stormwater Center  
35 Colovos Road  
Durham, NH 03824

F. Total State funds in the amount of \$75,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable



Campus will cost-share 40 % (\$50,025) of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. C9-98132418 from the Environmental Protection Agency under CFDA #66.460. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.  
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Louise G. Griffin

Title: Sr. Director, Research, SPA, Dir. EOS BSC

Signature and Date:

*Louise G. Griffin* 8/2/18

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Gordon Laurigan

Title: Assistant Attorney General

Signature and Date:

*Gordon Laurigan* 9/2/18

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

*Robert R. Scott* 9/5/18

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

## EXHIBIT A

**A. Project Title:** Great Bay Waterbody/Watershed Nitrogen Nonpoint Source Study Implementation:  
Phase 3: University of New Hampshire BMPs to Reduce Nitrogen

**B. Project Period:** Upon G&C approval through December 31, 2020

**C. Objectives:** The improvements in this project will address stormwater quality and quantity, and are based on nitrogen loads from stormwater transport pathways, identified, modeled and reported in the Great Bay Nitrogen Non-Point Source Study (GBNNPSS).

University of New Hampshire (UNH) facilities will partner with the UNH Stormwater Center to implement two to three best management practices (BMPs) that disconnect impervious cover at nitrogen hotspots identified by the Municipal Bioretention Program. The GBNNPSS identified stormwater as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Nitrogen from stormwater transport pathways have been identified by GBNNPSS as a significant source of the nonpoint source nitrogen load (34%) to the Great Bay. Phase 3 of this project will focus on management of 12.5 acres of impervious cover. Through the implementation of an innovative subsurface gravel wetland the project will disconnect and treat runoff prior to discharging to receiving waters. Treatment of this impervious cover will lead to the overall annual reduction of 112 pounds of total nitrogen, 16 pounds of total phosphorus, and 7,800 pounds of sediment from the drainage area.

### **D. Scope of Work:**

**Objective 1:** Develop an approved Site Specific Project Plan (SSPP) for impervious cover and pollutant load reduction calculations.

**Measures of Success:** An SSPP is developed and approved.

**Deliverables:** Final, approved SSPP is submitted to NHDES.

**Task 1.1** The SSPP is developed and reviewed.

**Task 1.2** Final SSPP is approved, signed, and submitted to NHDES.

**Objective 2:** Implement low impact development (LID) BMPs to treat stormwater runoff and pollution from two to three locations at a university parking lot, and provide construction oversight.

**Measures of Success:** Successful installation of LID treatments.

**Deliverables:** LID designs

**Task 2.1** Conduct site assessment for LID installations and select final locations.

**Task 2.2** Design two to three LID installations.

**Task 2.3** Develop a request for bids from contractors to construct LID stormwater improvements. Submit bid documents and solicitation to DES for review and approval. Review bid results and select the contractor to complete the work. Prepare contract documents and send them to DES for review and approval prior to execution. Execute documents to enter into a contract to complete construction.

- Task 2.4 Order materials.
- Task 2.5 Install LID at two to three locations.
- Task 2.6 Provide construction oversight for installations.

Objective 3: Calculate pollutant load and impervious cover reductions for LID installations.  
Measures of Success: Calculations are completed.

Deliverables: A report of pollutant load and impervious cover reductions is submitted to NHDES.

- Task 3.1 Calculate impervious cover and pollutant load reductions for installed BMPs.
- Task 3.2 Prepare report documenting impervious cover and pollutant load reductions and submit report to NHDES.

Objective 4: Document project and installation progress.

Measures of Success: Photo-documentation (pre- and post-construction) and design summaries prepared.

Deliverables: Documentation report with design summaries and photo-documentation.

- Task 4.1 Collect data for report to document project progress including pre- and post-construction photos, design summaries, and other material as needed.
- Task 4.2 Develop report documenting project progress and submit report to NHDES.

Objective 5: Develop Operation and Maintenance (O & M) plans for installed BMPs.

Measures of Success: The O & M plans are developed and delivered to BMP owners (UNH Facilities Services) and NHDES.

Deliverables: Final O & M plan.

- Task 5.1 Develop O & M plans for installed BMPs.
- Task 5.2 Provide O & M plans to BMP owners (UNH Facilities Services) and NHDES.

Objective 6: Complete project administration.

Measures of Success: Project administration tasks are carried out and completed.

Deliverables: Semi-annual reports, final report, payment requests, and match documentation are submitted to NHDES – Watershed Assistance Section.

Task 6.1 Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 6.2 Submit Payment Requests, Match Documentation, and Procurement Documentation to NHDES.

Task 6.3 Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S.

Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Task 6.4 Conduct project and contract management and coordination.

**E. Budget and Invoicing Instructions:** Using standard Campus invoices, Campus shall submit requests for payment and documentation of the completion of Tasks as detailed in Attachment A: Scope of Work and Deliverables. Upon receipt and approval by the State Project Director of the Tasks and Deliverables specified within Attachment A and associated invoices, State will issue payment within 30 days to Campus in accordance with the payment schedule as follows:

Upon completion and NHDES approval of Task 1.1	\$500
Upon completion and NHDES approval of Task 1.2	\$500
Upon completion and NHDES approval of Task 2.1	\$11,875
Upon completion and NHDES approval of Task 2.2	\$23,750
Upon completion and NHDES approval of Task 2.3	\$10,500
Upon completion and NHDES approval of Task 2.4	\$5,875
Upon completion and NHDES approval of Tasks 2.5 and 2.6	\$6,000
Upon completion and NHDES approval of Task 3.1	\$1,000
Upon completion and NHDES approval of Task 3.2	\$1,000
Upon completion and NHDES approval of Task 4.1	\$500
Upon completion and NHDES approval of Task 4.2	\$500
Upon completion and NHDES approval of Task 5.1 and 5.2	\$500
Upon completion and NHDES approval of Task 6.1	\$2,000
Upon completion and NHDES approval of Task 6.2	\$3,000
Upon completion and NHDES approval of Task 6.3	\$3,000
Upon completion and NHDES approval of Task 6.4	\$4,500
<b>Total</b>	<b>\$75,000</b>

The total reimbursement shall not exceed the grant award of \$75,000.

**F. Funding Credit:** All materials produced for public distribution shall be reviewed and approved by State Project Director prior to distribution and when appropriate shall include a the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 fund from the U.S. Environmental Protection Agency".

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or  **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank	
NH DEQ Dam Bureau	Sawyer Mill Dam Removal Project Phase 3: Construction	\$100,000	85	82	87	88	85	85	85	85.8	1	
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - DeW's Vets Area	\$100,000	82	84	78	78	82	80	60	78.6	2	
Town of Durham	Lille Hole Pond - Dam Removal and Stream Restoration Project	\$75,000	76	85	89	71	80	71	60	73.4	3	
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 3: A Watershed Plan for the Bearcamp River Subwatershed	\$50,000	78	72	73	74	82	80	69	72.3	4	
UNIT Stormwater Center	Great Bay Waterbody/Watershed Nitrogen Non-Point Source Study Implementation; Phase 3: University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	82	70	65	75	74	50	70.6	5	
Stafford Regional Planning Commission	Implementation, Phase I- Permeable Reactive Barrier Installations Project	\$50,000	76	78	74	61	82	72	47	70.0	6	
Town of Wolfeboro	Lake Wampanoag Crescent Lake WMP Implementation Phase 3: Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	78	58	84	65	75	73.6		Selected for 2017*
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1: County Road BMPs	\$10,000	75	88	64	86	80	75	74	71.7		Selected for 2017*
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	85	66	80	83	65	69.9		Not selected
Spoftord Lake Protective Association	Spoftord Lake Watershed Management Development and Implementation, Demonstration BMPs	\$50,000	73	77	74	58	81	75	46	60.1		Not selected
Southwest Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	81	76	63	83	44	59	66.1		Not selected
Projects Developing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank	
Nippo Lake Association	Nippo Lake Watershed Management Plan Phases 3 and 4: Additional Watershed Planning and Implementation of BMPs	\$75,000	89	83	83	78	81	82	74	82.8		Selected for 2017*
Grogg Lake Association	Grogg Lake Watershed Management Plan Development	\$75,000	82	85	80	67	84	85	64	78.6		Selected for 2017*
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$65,000	78	84	79	78	82	89	70	79.6		Selected for 2017*
Lakes Region Planning Commission	Winnisquam Watershed Plan "Phase F" Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	80	60	74.4		Selected for 2017*
Squam Lakes Association	Squam Lakes Watershed Plan Development - Phase 1	\$50,000	81	74	82	62	75	70	72	73.7		Selected for 2017*
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	68	82	82	73	73.3		Selected for 2017*
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	67	58	85		61	72.7		Selected for 2017*
Jenness Pond Shore Owner's Association	Jenness Pond Watershed Development Plan	\$75,000	72	64	73	55	77	31	57	61.3		Not selected
Unit Stormwater Center	Pollutant Hot Spot Mapping for New Hampshire Coastal Communities: Identifying Critical Area for Nonpoint Source Management	\$75,000	65	68	66	60	75	69	45	68.9		Not selected
Town of Newmarket	Moonlight Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	58	70	67	46	43	64	63	69.0		Not selected

\*Funding for planning projects was available in 2017 and development of watershed-based plan projects were prioritized accordingly. Implementation projects scoring 70 points or greater but requesting more than \$50,000 will be funded in FFY2018 pending available funding. Partial funding for construction projects is not allowed.

Review Team Members

Name	Qualifications
Steve Lairdy	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	14 years experience, Watershed Coordinator, project management, grant and contract expertise
Barbara McMan	15 years Watershed Assistance Outreach Coordinator, outreach and education and stormwater expertise
Sally Soule	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Washin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Kate Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Rob Livingston	28 years experience, Watershed pollution specialist, BMP, pollution source investigation expertise, field labbing of local municipalities in watershed pollution source tracking and identification, Environmental complaints field investigator



Lori A. Shibinette  
Commissioner

Katja S. Fox  
Director

6 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR BEHAVIORAL HEALTH**  
**BUREAU OF MENTAL HEALTH SERVICES**

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5000 1-800-852-3345 Ext. 5000  
Fax: 603-271-5058 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 28, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court, and

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

**REQUESTED ACTION**

- Pursuant to RSA 9:16-c, authorize the Department of Health and Human Services, Division for Behavioral Health to reallocate federal funds, in the amount of \$163,338 for the performance of work associated with the State Opioid Response Grant. Effective upon Fiscal Committee and Governor and Executive Council approvals through June 30, 2021. Funding source: 100% Federal Funds.

**05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT,  
HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT**

<u>Class</u>	<u>Description</u>	<u>SFY21 Current Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised SFY21 Adjusted Authorized</u>
000 - 400146	Federal Funds	\$32,333,320	\$0	\$32,333,320
		<hr/>	<hr/>	<hr/>
020 - 500200	Current Expenses	\$8,956	\$0	\$8,956
038 - 500175	Technology-Software	\$0	\$0	\$0
039 - 500190	Telecommunications	\$10,448	\$0	\$10,448
041 - 500801	Audit Fund Set Aside	\$34,779	\$0	\$34,779
042 - 500620	Additional Fringe Benefits	\$37,400	\$0	\$37,400
049 - 584946	Transfers to Other State Agencies	\$161,275	(\$161,274)	\$1
059 - 500117	Temp Full Time	\$456,435	\$0	\$456,435
060 - 500601	Benefits	\$294,388	\$0	\$294,388
070 - 500700	In State Travel Reimbursement	\$4,519	(\$2,064)	\$2,455
085 - 588546	Interagency Transfer Out of Fed Funds	\$1,027,749	\$0	\$1,027,749
102 - 500731	Contracts for Program Services	\$30,297,370	\$163,338	\$30,460,708
	<b>Total</b>	<hr/>	<hr/>	<hr/>
		\$32,333,320	\$0	\$32,333,320

2. Contingent upon approval of Requested Action #1, pursuant to RSA 14:30-a, VI, authorize the Department of Health and Human Services, Division for Behavioral Health to accept and expend funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), in the amount of \$29,442,795 for the performance of work associated with the State Opioid Response Grant. Effective upon Fiscal Committee and Governor and Executive Council approvals through June 30, 2021. Funding source: 100% Federal Funds.

**05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT**

<u>Class</u>	<u>Description</u>	<u>SFY21 Current Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised SFY21 Adjusted Authorized</u>
000 - 400146	Federal Funds	\$32,333,320	\$29,442,795	\$61,776,115
		<u>\$32,333,320</u>	<u>\$29,442,795</u>	<u>\$61,776,115</u>
020 - 500200	Current Expenses	\$8,956	\$20,883	\$29,839
038 - 500175	Technology-Software	\$0	\$980	\$980
039 - 500190	Telecommunications	\$10,448	\$3,551	\$13,999
041 - 500801	Audit Fund Set Aside	\$34,779	\$28,089	\$62,868
042 - 500620	Additional Fringe Benefits	\$37,400	\$2,618	\$40,018
049 - 584946	Transfers to Other State Agencies	\$1	\$0	\$1
059 - 500117	Temp Full Time	\$456,435	\$15,690	\$472,125
060 - 500601	Benefits	\$294,388	\$17,255	\$311,643
070 - 500700	In State Travel Reimbursement	\$2,455	\$0	\$2,455
085 - 588546	Interagency Transfer Out of Fed Funds	\$1,027,749	\$1,449,578	\$2,477,327
102 - 500731	Contracts for Program Services	\$30,460,708	\$27,904,151	\$58,364,859
	Total	<u>\$32,333,320</u>	<u>\$29,442,795</u>	<u>\$61,776,115</u>

**EXPLANATION**

The State Opioid Response (SOR) Grant was initially awarded to NH in Sept. 2018. The purpose of the grant is to address the Opioid Crisis through the enhancement of prevention, treatment, and recovery services and supports to individuals impacted by opioid addiction. The cornerstone of NH's efforts are the nine regionally located Doorways, which provide entry points to the system of care. SOR also utilizes the 2-1-1 call center and a comprehensive website with resource information. The Doorways provide screenings and clinical assessments to identify needs and result in referrals to the network of community based treatment and recovery services and supports. The Doorways also provide support in meeting additional needs for insurance, housing, employment, and education. SOR funding is also being used to improve treatment provider capacity, increase delivery of evidence-based Medication Assisted Treatment (MAT), provide education about and access to Naloxone, and build the network of peer-run recovery community centers and availability of recovery housing. DHHS has recently been awarded additional funding to continue NH's SOR efforts, as well as received a no cost extension of the original SOR funding.

The funds are to be budgeted as follows:

- Funds in class 20, Current Expenses, is used for general office supplies, postage and data collection stipends.
- Funds in class 38, Technology – Software, is used for software licenses for program staff.
- Funds in class 39, Telecommunications, is used for phones for program staff.
- Funds in class 41, Audit Fund Set Aside, is used for audit fund set aside paid to Department of Administrative Services.

Funds in class 42, Additional Fringe Benefits, is used for post-retiree benefits.  
Funds in class 59, Temp Full Time, is used for existing program staff positions.  
Funds in class 60, Benefits, is used for existing program staff positions.  
Funds in class 70, In State Travel Reimbursement, is used for travel expenses associated with program staff visiting provider locations around the state.  
Funds in class 85, Interagency Transfer Out of Fed Funds, is used for contracts with other state agencies to provide services.  
Funds in class 102, Contracts for Program Services, is used for contracts with various providers for access, prevention, treatment, recovery and housing services.

The following is provided in accordance with the Budget Officer's instructional memorandum, dated April 17, 1985, in support of the requested actions:

1. Does the transfer involve continuing programs or one-time projects?  
Transfers are for continuing programs.
2. Is this transfer required to maintain existing program level or will it increase program level?  
Transfers are to maintain existing program levels.
3. Cite any requirements, which make this program necessary.  
These programs are supported 100% by Federal Funds through the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant CDFA 93.788.
4. Identify the source of funds on all account listed on this transfer.  
100% Federal Funds
5. Will there be an effect on revenue is this transfer is approved or disapproved?  
DHHS draws the revenue based on actual expenditures, the transfer will not have any effect on revenues to be drawn for actual expenditures.
6. Are funds expected to lapse is this transfer is not approved?  
No.
7. Are personal services involved?  
There are personal services involved in the program, but this transfer does not result in any new positions.

Area served: Statewide.

Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**Division of Behavioral Health  
SOR Grant**

**Fiscal Situation: Account 05-92-92-920510-70400000**

**Agency Income:**

SOR Grant Yr 1 - 6H79TI081685-01M003 ending 9/29/2021	\$34,979,529.00
SOR Grant Yr 2 - 6H79TI081685-02M001 ending 9/29/2021	\$22,982,608.00
SOR Grant NCE - 6H79TI081685-02M003 balance adjustment	-\$113,873.00
SOR II Grant - 1H79TI083326-01 ending 9/30/2022	\$28,134,889.00

**Total Funds Available** **\$85,983,153.00**

SFY 2019 Expenses -\$4,769,394.52

SFY 2020 Expenses -\$18,401,643.50

**Total Expenses** **-\$23,171,038.02**

SFY 2021 Adjusted Authorized Appropriations (\$32,333,319.72)

Indirect Cost Allocation (\$1,036,000.00)

**Total Appropriations** **(\$33,369,319.72)**

Net Grant Funds Remaining \$29,442,795.26

**This Request** **\$29,442,795.00**



State Opioid Response Grants  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 05/02/2019

**Grant Number:** 6H79TI081685-01M003  
**FAIN:** H79TI081685  
**Program Director:** Barry Sandberg

**Project Title:** NH State Opioid Response Proposal

**Organization Name:** NH STATE DEPT/HLTH STATISTICS/DATA MGMT

**Business Official:** Laurie Heath

**Business Official e-mail address:** laurie.heath@dhhs.nh.gov

**Budget Period:** 09/30/2018 – 09/29/2019  
**Project Period:** 09/30/2018 – 09/29/2020

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to NH STATE DEPT/HLTH STATISTICS/DATA MGMT in support of the above referenced project. This award is pursuant to the authority of Title II Division H of the Consolidated Approp. Act 2018 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment requests:

- Budget Revision (6H79TI081685-01L002)

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Odessa Crocker  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 6H79TI081685-01M003**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$359,538
Fringe Benefits	\$208,725
Travel	\$4,500
Supplies	\$39,876
Contractual	\$32,924,569
Other	\$1,412,321
<b>Direct Cost</b>	<b>\$34,949,529</b>
<b>Indirect Cost</b>	<b>\$30,000</b>
<b>Approved Budget</b>	<b>\$34,979,529</b>
<b>Federal Share</b>	<b>\$34,979,529</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$34,979,529</b>

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0**

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$34,979,529

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.788  
 EIN: 1026000618B3  
 Document Number: 18TI81685B  
 Fiscal Year: 2019

IC	CAN	Amount
TI	C96N600	\$0
TI	C96N602	\$0

IC	CAN	2019
TI	C96N600	\$0
TI	C96N602	\$0

**TI Administrative Data:**

PCC: SOR / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79TI081685-01M003**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General,



Notice of Award

Issue Date: 03/02/2020

State Opioid Response Grants  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

**Grant Number:** 6H79TI081685-02M001

**FAIN:** H79TI081685

**Program Director:** Barry Sandberg

**Project Title:** NH State Opioid Response Proposal

**Organization Name:** NH STATE DEPT/HLTH STATISTICS/DATA MGMT

**Business Official:** Laurie Heath

**Business Official e-mail address:** laurie.heath@dhhs.nh.gov

**Budget Period:** 09/30/2019 – 09/29/2020

**Project Period:** 09/30/2018 – 09/29/2020

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to NH STATE DEPT/HLTH STATISTICS/DATA MGMT in support of the above referenced project. This award is pursuant to the authority of Title II Division H of the Consolidated Approp. Act 2018 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment requests:

- Change in Key Personnel and/or Level of Effort (6H79TI081685-02L001)
- Carryover Request (6H79TI081685-02L002)

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
LeSchell D Browne  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 6H79TI081685-02M001**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$381,946
Fringe Benefits	\$375,633
Travel	\$7,346
Supplies	\$32,459
Contractual	\$33,726,610
Other	\$417,681
<b>Direct Cost</b>	<b>\$34,941,675</b>
Indirect Cost	\$16,904
Approved Budget	\$34,958,579
Federal Share	\$34,958,579
Less Unobligated Balance	\$11,975,971
Cumulative Prior Awards for this Budget Period	\$22,982,608
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$0</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$22,982,608

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.788  
 EIN: 1026000618B3  
 Document Number: 19TI81685A  
 Fiscal Year: 2019

IC	CAN	Amount
TI	C96N600	\$0
TI	C96N602	\$0

IC	CAN	2019
TI	C96N600	\$0
TI	C96N602	\$0

**TI Administrative Data:**

PCC: SOR / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79TI081685-02M001**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-



Notice of Award

State Opioid Response (SOR) Grants  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Issue Date: 08/27/2020

Center for Substance Abuse Treatment

**Grant Number:** 1H79TI083326-01  
**FAIN:** H79TI083326  
**Program Director:** Donald Hunter

**Project Title:** NH SOR 2 project

**Organization Name:** NH STATE DEPT/HLTH STATISTICS/DATA MGMT

**Business Official:** Ms. Kyra Leonard

**Business Official e-mail address:** Kyra.Leonard@dhhs.nh.gov

**Budget Period:** 09/30/2020 – 09/29/2021  
**Project Period:** 09/30/2020 – 09/30/2022

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$28,134,889 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to NH STATE DEPT/HLTH STATISTICS/DATA MGMT in support of the above referenced project. This award is pursuant to the authority of Title II Division H of Consolidated Appropriations Act, 2020 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Thomas Graves  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79TI083326-01**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$387,993
Fringe Benefits	\$246,415
Travel	\$1,955
Supplies	\$4,820
Contractual	\$27,075,801
Other	\$67,905
<b>Direct Cost</b>	<b>\$27,784,889</b>
<b>Indirect Cost</b>	<b>\$350,000</b>
<b>Approved Budget</b>	<b>\$28,134,889</b>
<b>Federal Share</b>	<b>\$28,134,889</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$28,134,889</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$28,134,889
2	\$28,134,889

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.788  
 EIN: 1026000618B3  
 Document Number: 20TI83326A  
 Fiscal Year: 2020

IC                      CAN                                      Amount  
 TI                      C96N600                                      \$28,134,889

IC	CAN	2020	2021
TI	C96N600	\$28,134,889	\$28,134,889

**TI Administrative Data:**

PCC: SOR20 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI083326-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.



Lori A. Shibnetta  
Commissioner

Heather A Moquin  
Chief Executive Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 28, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

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

**REQUESTED ACTION**

Pursuant to the provisions of RSA 9:16-a, Transfers Authorized, authorize the Department of Health and Human Services, New Hampshire Hospital, to transfer general funds in the amount of \$753,000 and other funds in the amount of \$957,000 between various class lines. The transfers are summarized and detailed in the attached worksheets, effective upon approval of the Fiscal Committee and the Governor and Executive Council through June 30, 2021. 44% General Funds, 56% Other Agency Funds

**EXPLANATION**

The Department of Health and Human Services is requesting authorization to transfer funds between various class lines in order to address staffing challenges with anticipated surpluses within the Department's authorized budget. Expenditure patterns for SFY 2021 to date have been analyzed and taken into consideration savings from vacant positions when projecting expenditures for the balance of the fiscal year. Based upon this review, the vacancy savings will be utilized to fund contracts for staffing placement services. This transfer will provide for the continued efficient operation of the Department.

The following is the information specifically required when transfers are requested, in accordance with the Budget Officer's instructional memorandum dated April 17, 1985, to support the above requested actions:

- A. Justification:  
See the attached Appendix B for justification of the availability of funds and required additional funds.
- B. Does this transfer involve continuing programs or one-time projects?  
This transfer involves continuing programs.
- C. Is this transfer required to maintain existing program levels or will it increase the program?  
This transfer is required to maintain existing program levels.
- D. Cite any requirements which make this program mandatory.  
The programs of the Department are mandated by various state and federal laws.
- E. Identify the source of funds on all accounts listed on this transfer.  
See Appendix A for the source of funds for all accounts.

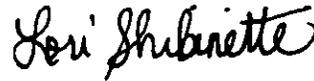
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The Honorable Mary Jane Wallner, Chairman  
His Excellency, Governor Christopher T. Sununu  
September 28, 2020  
Page 2 of 2

- F. Will there be any effect on revenue if this transfer is not approved?  
This request is revenue neutral.
- G. Are funds expected to lapse if this transfer is not approved?  
Funds that are in excess of the budget would lapse if not transferred to cover shortfalls.
- H. Are personnel services involved?  
Yes, this transfer will allow the department to contract for temp-to-hire staffing services.

The Department has conducted a detailed review of line items in the budget to ensure that available funds are maximized to the greatest degree possible.

Respectfully submitted,



Lori A Shibinette  
Commissioner

**Attachments:**

- Appendix A Detail Accounting Spreadsheets
- Appendix B Narratives

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	V
Fund	Agcy	Obj	Cls	Proj	Acc1	Class Title	Increase/ Decrease Amount	Net Gen/ Fund By Org. Code	Net Gen/ Fund By Agency	GF Amount	B/T	FF	Transfer Amount GF	GF		FF	GF	GF	
<b>NEW HAMPSHIRE HOSPITAL</b>																			
<b>NH Community Residence</b>																			
010	084	6080000	001	484947		Intra-Agency	\$ -												
010	084	6080000	008	409821		Other Funds - Provider Fees													
010	084	6080000				General Funds	\$ -	\$ -											
<b>Total Revenue</b>							\$ 0												
010	084	6080000	050	500108		Personal Svs Temp	(250,000)		\$ (250,000)			\$ -	\$ -	\$ (250,000)		0.00%	0.00%	100.00%	
010	084	6080000	058	500801		Benefits	(10,000)		\$ (10,000)			\$ -	\$ -	\$ (10,000)		0.00%	0.00%	100.00%	
010	084	6080000	102	500731		Contracts for Program Services	\$ 280,000		\$ 280,000			\$ -	\$ -	\$ 280,000		0.00%	0.00%	100.00%	
<b>Total Expense</b>							\$ 0				\$ -								
<b>Acute Psychiatric Services</b>																			
010	084	8750000	001	484947		Intra-Agency	\$ -												
010	084	8750000	008	409821		Other Funds - Provider Fees													
010	084	8750000				General Funds	\$ -	\$ -											
<b>Total Revenue</b>							\$ -												
010	084	8750000	010	500100		Personal Svs Perm Class	\$ (750,000)		\$ (750,000)			\$ -	\$ (485,000)	\$ (264,000)		0.00%	88.00%	34.00%	
010	084	8750000	018	500108		Overtime	\$ (300,000)		\$ (102,000)			\$ -	\$ (188,000)	\$ (102,000)		0.00%	88.00%	34.00%	
010	084	8750000	019	500105		Holiday Pay	\$ (50,000)		\$ (17,000)			\$ -	\$ (33,000)	\$ (17,000)		0.00%	88.00%	34.00%	
010	084	8750000	080	500801		Benefits	\$ (350,000)		\$ (118,000)			\$ -	\$ (231,000)	\$ (118,000)		0.00%	88.00%	34.00%	
010	084	8750000	102	500731		Contract for Prog Svcs	\$ 1,450,000		\$ 483,000			\$ -	\$ 957,000	\$ 483,000		0.00%	88.00%	34.00%	
<b>Total Expense</b>							\$ -				\$ -			\$ -					
<b>TOTAL NEW HAMPSHIRE HOSPITAL</b>										\$ -		\$ -		\$ -					
<b>TOTAL DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>										\$ -		\$ -		\$ -					

## **Appendix B**

### **NEW HAMPSHIRE HOSPITAL**

#### **05-95-094-940010-60960000**

##### **NH Community Residence**

Funding in this Accounting Unit represents costs associated with the operations of NH Community Residence, New Hampshire Hospital's Philbrook Adult Transitional Housing unit. Funds are needed in Class 102 (Contract for Program Services) due to a need to utilize a contact for staffing placement services. Funds are available as a result of vacancies in the following classes: Class 050 (Personal Services Temp) and Class 060 (Benefits). Source of Funds: 100% General Funds

#### **05-95-094-940010-87500000**

##### **NHH-Acute Psychiatric Services**

Funding in this Accounting Unit represents costs associated with the operations of New Hampshire Hospital, Acute Psychiatric Services. Funds are needed in Class 102 (Contract for Program Services) due to a need to utilize a contact for staffing placement services. Due to the high number of vacancies, funds are available in Class 010 (Personnel Svcs Perm), Class 018 (Overtime), Class 019 (Holiday pay) and Class 060 (Benefits). Source of Funds: 66% Other (Agency) Funds and 34% General Funds.

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-8857  
603-271-4451 1-800-852-3345 Ext. 4451  
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibanette  
Commissioner

Joseph E. Ribsam, Jr.  
Director

September 22, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

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

**REQUESTED ACTION**

Pursuant to the provisions of RSA 14:30-a, VI, authorize the Department of Health and Human Services, Division for Children, Youth and Families to accept and expend the Title II Formula Grant in the amount of \$568,674, effective upon date of Fiscal Committee and Governor and Executive Council approval through June 30, 2021, and further authorize the allocation of these funds in the accounts below.

**05-95-42-421410-79060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, JUVENILE JUSTICE SERVICES, OJJDP**

Class/Object	Class Title	Current Authorized Budget	Requested Change	Adjusted Budget
<b>Revenue</b>				
000-404865	Federal Funds	\$ 407,077	\$ 568,674	\$ 975,751
	General Funds	\$ 44,403	\$ -	\$ 44,403
Total Revenue:		\$ 451,480	\$ 568,674	\$ 1,020,154
<b>Expense</b>				
010-500100	Personal Services Perm	\$ 73,416	\$ -	\$ 73,416
026-500251	Membership Fees	\$ 8,492	\$ -	\$ 8,492
041-500801	Audit Fund Set Aside	\$ 44	\$ 569	\$ 613
060-500601	Benefits	\$ 23,986	\$ -	\$ 23,986
070-500700	In State Travel Reimb	\$ 7,600	\$ -	\$ 7,600
072-500573	Grants - Federal	\$ 331,942	\$ 568,105	\$ 900,047
080-500710	Out Of State Travel Reimb	\$ 6,000	\$ -	\$ 6,000
Total Expense:		\$ 451,480	\$ 568,674	\$ 1,020,154

**EXPLANATION**

This request is being made to accept the additional grant funds available for SFY 2021 to administer the Title II/Formula Grant from the Office of Juvenile Justice and Delinquency Prevention in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Department regulations, and OMB Circulars.

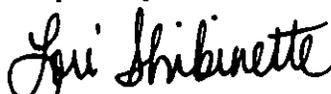
Funds will be budgeted in Class 041 – Audit Fund Set Aside to pay for audit costs per State requirements. Funds will also be budgeted in Class 102 – Contract Services to provide necessary expertise when delivering Implicit Bias Training to the Division for Children, Youth and Families (DCYF) Juvenile Justice Services (JJS) staff and other stakeholders, as determined for pilot implementation, by utilizing in-house experts and subcontractors with experience in curriculum development, design, coordination and youth outreach in order to maximize program development and training delivery. The Contractor will provide all training services at the approval of the Department with the advice and recommendation of the NH State Advisory Group (SAG) for Juvenile Justice. Implicit Bias training is one of many foundational trainings that will aid the population to better understand their own bias. By understanding their bias, these populations will make more informed decisions about youth, with the goal of keeping them out of the juvenile justice system.

Area served: Statewide.

Source of Funds: 100% Federal Funds.

If Federal Funds become no longer available, General Funds will not be requested to support the program expenditures.

Respectfully submitted,



Lori A. Shibinette  
Commissioner

*JJ hedge 2016 Award.*

*Rec'd by e-mail from P Sullivan 9-27-16*

 U.S. Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention		Grant ↓	PAGE 1 OF 10
1. RECIPIENT NAME AND ADDRESS (including Zip Code) New Hampshire Department of Health and Human Services DIRECTOR-CY-7) 129 Pleasant Street Concord, NH 03301		4. AWARD NUMBER: 2016-JJ-FX-0062	
		5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019	
		6. AWARD DATE 09/15/2016	7. ACTION Initial
2a. GRANTED URS/VENDOR NO. 026901619	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 011040545	9. PREVIOUS AWARD AMOUNT \$0		
3. PROJECT TITLE 2016 Title II Formula grant application	10. AMOUNT OF THIS AWARD \$ 400,413		
		11. TOTAL AWARD \$ 400,413 ✓	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(OJJDP - Part B Formula award to State - other than TTA, research, or released pursuant to FREIA) 42 USC 5631			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) Juvenile Justice and Delinquency Prevention Allocation to States			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Carol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Lorraine Bartlett Director	
17. SIGNATURE OF APPROVING OFFICIAL <i>Carol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Lorraine Bartlett</i>	19A. DATE 9/22/16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES		21. REXTOTR210	
FISCAL YEAR X	FUND CODE F	SUB. ACT. JX	DIV. OFC. 70
		DIV. REG. 00	SUBL. POSIS 00
		DIV. REG. 00	SUBL. POSIS 00
			AMOUNT 400413
			AMOUNT 270

POSTED

9/27/16

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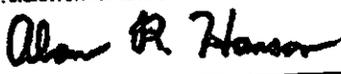
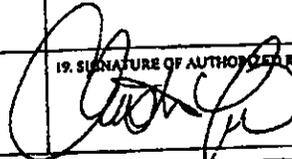
FOR GPRS

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JS Ledger GYR 2017 (10/1/17 - 9/30/20) AMT = \$400,598.00

GAD 2017-JF-FX-0029

2/15/18 POSTED

 U.S. Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention		Grant	PAGE 1 OF 11
1. RECIPIENT NAME AND ADDRESS (including Zip Code) New Hampshire Department of Health and Human Services DHS/DCYF-JJ 129 Pleasant Street Concord, NH 03301		4. AWARD NUMBER: 2017-JF-FX-0029	
		5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2020 ✓	
2a. GRANTEE IRS/VENDOR NO. 026001619		6. AWARD DATE 09/20/2017	7. ACTION Initial
2b. GRANTEE DUNS NO. 011040545		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2017 Title II Formula Grant application		9. PREVIOUS AWARD AMOUNT \$0	
		10. AMOUNT OF THIS AWARD \$400,598.00 ✓	
		11. TOTAL AWARD \$400,598	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT 42 USC 5631; 42 USC 5632 - Part B Formula award to State - with unallocated funds - other than TTA, research, or released pursuant to PREA; 42 USC 5631; 42 USC 5632			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.540 - Juvenile Justice and Delinquency Prevention, Allocation to States			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Alan R. Hanson Acting Assistant Attorney General		GRANTEE ACCEPTANCE 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Maureen Ryan Interim Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	
		19A. DATE	
AGENCY USE ONLY 20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. SUD. POIS AMOUNT YEAR CODE ACT. OPC. REG. SUD. POIS AMOUNT X F JX 70 00 00 400598			
21. SJXTGT0283			

OIP FORM 40002 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OIP FORM 40002 (REV. 4-88)

Handwritten initials/signature at bottom right.



U.S. Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
Delinquency Prevention

Grant

PAGE 1 OF 13

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Health and Human Services DHHS/DCYF-JJ 129 Pleasant Street Concord, NH 03301-3852		4. AWARD NUMBER: 2018-JX-FX-0048					
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022					
		6. AWARD DATE: 10/01/2018	7. ACTION: Initial				
2a. GRANTEE IRS/VENDOR NO. 026001619	8. SUPPLEMENT NUMBER 00						
2b. GRANTEE DUNS NO. 011040345	9. PREVIOUS AWARD AMOUNT		\$ 0				
3. PROJECT TITLE 2018 Title I/Formula Grant		10. AMOUNT OF THIS AWARD	\$ 404,310				
		11. TOTAL AWARD	\$ 404,310				
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).							
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(OJJDP - Part B formula award - may incl unalloc funds; other than FTA, research, or redistr pursuant to PREA) 34 USC 11131-11133; title I of Public Law 90-351 (generally codified at 34 USC ch. 1011; 28 USC §3002(a))							
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.540 - Juvenile Justice and Delinquency Prevention, Allocation to States							
15. METHOD OF PAYMENT GPRS							
AGENCY APPROVAL		GRANTEE ACCEPTANCE					
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummerath Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Joseph Kibsam Director					
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE: 11/13/18				
AGENCY USE ONLY							
20. ACCOUNTING CLASSIFICATION CODES		21. COMMENTS					
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC	REQ. SUB.	PONIS	AMOUNT	
X	F	JX	70	00	00	402291	
X	F	JX	70	00	00	00	2019

**Independent Living - CHAFEE**

2016JFFX0062	400,413 10/1/16 - 9/30/20 63,992 Spent by 6/30/20 <hr/> 336,421 Available <hr/>
2017JFFX0029	400,598 10/1/17 - 9/30/20 60,000 Spent by 6/30/20 <hr/> 340,598 Available <hr/>
2018JFFX0048	404,310 10/1/18 - 9/30/21 61,175 Spent by 6/30/20 <hr/> 343,135 Available <hr/>

<b>SFY 2021 Available</b>	<b>1,020,154</b>
<b>SFY 21 Amount Appropriated</b>	<b>451,480</b>
<b>Amount Requested this Action</b>	<b>568,674</b>

<b>SFY 21 Appropriations:</b>					
10-042-4215-79060000	2021 Budget	Balance Forwarded	Total	This Action	Revised Budget
Revenue	342,787	64,290	407,077	<b>568,674</b>	975,751
Expense	440,189	11,291	451,480	<b>568,674</b>	1,020,154



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max

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR CHILDREN, YOUTH & FAMILIES**

Lori A. Shibilnette  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

Joseph E. Ribsam, Jr.  
Director

September 22, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

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

**REQUESTED ACTION**

Pursuant to the provisions of RSA 9:16-a, Transfers Authorized, authorize the Department of Health and Human Services, Division for Children, Youth and Families (DCFY) to transfer general funds in the amount of \$200,000 effective upon date of Fiscal Committee and Governor and Executive Council approval through June 30, 2021, and further authorize the allocation of these funds in the account below. 100% General Funds.

**05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES**

CLASS OBJ	CLASS TITLE	Current Modified Budget	Requested Change	Revised Modified Budget
000-404230	Federal Funds	\$ 33,741,384	\$ -	\$ 33,741,384
007-407139	Other Funds	\$ -	\$ -	\$ -
	General Fund	\$ 50,673,408	\$ -	\$ 50,673,408
	Total Revenue	\$ 84,414,792	\$ -	\$ 84,414,792
020-500200	Current Expenses	\$ 36,879	\$ -	\$ 36,879
041-500801	Audit Fund Set Aside	\$ 35,439	\$ -	\$ 35,439
049-584946	Transfer to Other State Agencies	\$ 15,530	\$ 200,000	\$ 215,530
101-500729	Medical Payments to Providers	\$ 672	\$ -	\$ 672
102-506223	Contracts for Program Services	\$ 5,919,410	\$ -	\$ 5,919,410
103-506224	Contracts for Operational Services	\$ 480,000	\$ -	\$ 480,000
108-500751	Provider Payments-Legal Services	\$ 102,476	\$ -	\$ 102,476
533-500373	Foster Care Services	\$ 2,614	\$ -	\$ 2,614
535-500376	Out of Home Placements	\$ 29,991,117	\$ -	\$ 29,991,117
550-500398	Assessment and Counseling	\$ 2,192	\$ -	\$ 2,192
563-500915	Community Based Services	\$ 9,681,416	\$ -	\$ 9,681,416
636-504180	Title IV-E Foster Care Placement	\$ 6,836,898	\$ -	\$ 6,836,898
637-504180	Title IV-E Foster Care Service	\$ 955,186	\$ -	\$ 955,186
638-504181	Title IV-E Foster Care Other	\$ 132,574	\$ -	\$ 132,574
639-504184	Title IV-A/TANF Emergency Assist	\$ 5,099,065	\$ -	\$ 5,099,065
640-504185	Title IV-A/TANF Emergency Assist	\$ 1,660,923	\$ -	\$ 1,660,923
642-504187	TANF MOE	\$ 620,539	\$ -	\$ 620,539
643-504191	State General Funds for Placement	\$ 9,235,718	\$ (200,000)	\$ 9,035,718
644-504195	State General Funds for Services	\$ 4,635,584	\$ -	\$ 4,635,584
645-504004	State General Funds for Other	\$ 2,780,838	\$ -	\$ 2,780,838
646-504006	Title IV-E Adoption Placement	\$ 6,033,247	\$ -	\$ 6,033,247
647-504007	Title IV-E Adoption Services	\$ 14,877	\$ -	\$ 14,877
648-504015	Title IV-E Adoption Admin Only	\$ 141,598	\$ -	\$ 141,598
	Total Expense	\$ 84,414,792	\$ -	\$ 84,414,792

**EXPLANATION**

The Department of Health and Human Services, DCYF is requesting authorization to transfer funds between class lines in order to properly align with the Department of Administrative Services inter-agency transfer protocols.

The following is the information specifically required when transfers are requested, in accordance with the Budget Officer's instructional memorandum dated April 17, 1985, to support the above requested actions:

- A. **Justification:**  
This request is necessary in order to encumber an agreement with the Department of Corrections in the correct expense class in accordance with DAS inter-agency transfer protocols. It was unknown at the time of the FY20-FY21 budget development that the Department would be entering into this agreement.
- B. **Does this transfer involve continuing programs or one-time projects?**  
This transfer involves continuing programs.
- C. **Is this transfer required to maintain existing program levels or will it increase the program?**  
This transfer is required to maintain existing program levels.
- D. **Cite any requirements which make this program mandatory.**  
The programs of the Department are mandated by various state and federal laws.
- E. **Identify the source of funds on all accounts listed on this transfer.**  
100% General Funds.
- F. **Will there be any effect on revenue if this transfer is not approved?**  
No.
- G. **Are funds expected to lapse if this transfer is not approved?**  
Funds that are in excess of the budget would lapse if not transferred to cover the existing contract.
- H. **Are personnel services involved?**  
No positions are being transferred as a result of this request.

Area served: Statewide.

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette  
Commissioner



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION FOR CHILDREN, YOUTH & FAMILIES***

Lori A. Shibinette  
Commissioner

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Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Joseph E. Ribsam, Jr.  
Director

September 21, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with Mary Hitchcock Memorial Hospital (VC#177160), Lebanon, NH, in the amount of \$1,499,410, for 24/7 on-call access to and training services from health care professionals specializing in standard diagnostic methods and treatment of children who have been abused or neglect, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2022. 20% Federal Funds. 80% General Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-47-470010-7948 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: OFC MEDICAID SERVICES, MEDICAID CARE MANAGEMENT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	101-500729	Medical Payments to Providers	47004033	\$200,000
2022	101-500729	Medical Payments to Providers	47004033	\$400,000
			<i>Subtotal</i>	<b>\$600,000</b>

**05-95-95-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD-FAMILY SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	TBD	\$209,705
2022	102-500731	Contracts for Prog Svc	TBD	\$209,705

**05-95-95-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD-FAMILY SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502507	Contracts for Prog Svc	TBD	\$160,000
2022	103-502507	Contracts for Prog Svc	TBD	\$320,000
			<i>Subtotal</i>	<b>\$480,000</b>
			<b>Total</b>	<b>\$1,499,410</b>

**EXPLANATION**

This request is **Sole Source** because the Contractor is uniquely positioned as an accredited educational facility with the only certified child abuse and neglect pediatrician in NH. The Contractor also possess a statewide network of health care facilities and access to trainers that would satisfy the any future anticipated business or legislative requirements. Additionally, the Contractor has numerous public and private partnerships that would allow for the successful administration of this program.

The purpose of this request is to provide on-call access 24 hours a day, 7 days a week to experienced health care professionals who are trained in and can advise on the standardized diagnostic methods, treatment, and disposition of suspected child sexual abuse and physical abuse. Dartmouth Hitchcock's Child Advocacy and Protection Program (CAPP) will conduct physical examinations of children who are suspected victims of multiple types of abuse, and provide the Division for Children, Youth and Families (DCYF) with medical opinions based on these examinations. Dartmouth Hitchcock will also provide case reviews of other specific cases, at the request of DCYF, and consultation to DCYF when necessary. The Contractor will also provide training, as requested by DCYF.

The Contractor will provide nurses and child protective service workers performing screenings and assessments of reported cases of child abuse pre-service training in the standardized medical diagnostic methods, treatment, and disposition. Further, the Contractor will periodically have health care providers, experienced in child abuse and neglect, provide in-service training. Health care professionals who participate in the training or are members of a multidisciplinary team, working with the Department of Health and Human Services or law enforcement, will participate in periodic peer or expert review of their evaluations and undertake continuing education in the medical evaluation of child abuse and neglect according to professional standards.

The population to be served are children involved with DCYF investigations, who are suspected victims of child abuse or neglect. These services are needed because DCYF, through its investigative process, often requires the expert opinion of appropriately trained medical professionals who specialize in the evaluation and diagnosis of child abuse and neglect. Approximately 1,000 individuals will be served from October 7, 2020, to June 30, 2022.

The Department will monitor contracted services by ensuring:

- 90% of all clients will be contacted and offered a family appointment within ten (10) days of CAPP receiving the referral from DCYF.

- 80% of all cases referred to CAPP by the Department will have received a completed evaluation and assessment within two (2) months of the referral from DCYF if the family agrees to the CAPP evaluation.
- 10% increase in medical providers recruited to be CAPP consultants annually.
- 100% of medical providers participate in a minimum of five (5) peer review sessions annually.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2, of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request children who are alleged victims of physical and sexual abuse will not have access to these specialized evaluations to ensure they receive appropriate treatment and services.

Area served: Statewide

Source of Funds: Medicaid CFDA#93.778

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,



Lori A. Shabinette  
Commissioner

Subject: Special Medical Evaluation Services (SS-2020-DCYF-13-SPECI-01)

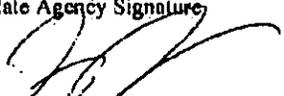
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

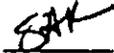
**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Drive Lebanon, NH, 03756	
1.5 Contractor Phone Number (603) 646-1110	1.6 Account Number 05-095-42-4210-2958 05-095-47-4700-7948	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$1,499,410
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 9/17/2020		1.12 Name and Title of Contractor Signatory Susan A. Reeves, EdD, RN Executive Vice President	
1.13 State Agency Signature  Date: 9/22/20		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr., Director, DCYF	
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: Catherine Pinos On: 09/22/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 9-17-2020

**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.

## 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

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.





**EXHIBIT A**

**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.2, Effective Date/Completion of Services, is deleted in its entirety and replaced as follows:
  - 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 use reasonable efforts to complete all Services by the Completion Date specified in block 1.7.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 7, Subparagraph 7.1, Personnel, is deleted in its entirety and replaced as follows:
  - 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor certifies 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.
- 1.4. Paragraph 9, Subparagraph 9.1, Termination, is amended to include the following language:
  - 9.1 Contractor may terminate the Agreement by providing the State with thirty (30) days advance written notice if the State fails to pay the undisputed amount of any expense report submitted by Contractor pursuant to Exhibit C within thirty (30) days after the date of the report; however, upon receipt of such notification the State has an additional twenty (20) days to make payment of undisputed amounts to avoid termination.
- 1.5. Paragraph 9, Subparagraph 9.2, Termination, is deleted in its entirety and is replaced as follows:
  - 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)



**EXHIBIT A**

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.

- 1.6. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
- 1.7. Paragraph 13, Indemnification, is deleted in its entirety and replaced as follows:
  13. **CONTRACTOR LIABILITY.** The Contractor is responsible and liable for any personal injury or property damages caused by its, its employees, agents, contractors and subcontractors' action or omission.
- 1.8. Paragraph 14, Subparagraph 14.1.2, Insurance, is deleted in its entirety and replaced as follows:
  - 14.1.2. Professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 per annual aggregate.
- 1.9. Paragraph 14, Subparagraph 14.2, is deleted in its entirety and is replaced as follows:
  - 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.

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**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide services in this agreement to the Department to service children who are suspected victims of abuse or neglect.
- 1.2. The Contractor shall ensure services are available in multiple locations throughout the state.
- 1.3. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Sunday, twenty four (24) hours per day.
- 1.5. **Special Medical Evaluation Services**
  - 1.5.1. The Contractor shall provide on-call access 24 hours a day, seven (7) days a week to the Department and other health care providers including, but not limited to:
    - 1.5.1.1. Pediatricians.
    - 1.5.1.2. Emergency Room staff.
    - 1.5.1.3. Family Care Doctors.
    - 1.5.1.4. Medical providers who are treating a child with a suspicion of abuse or neglect.
  - 1.5.2. The Contractor shall evaluate children who are suspected victims of abuse or neglect, ensuring:
    - 1.5.2.1. Evaluations are conducted on both an inpatient and outpatient basis, as appropriate.
    - 1.5.2.2. Professional guidance as to the severity or possible origin of injuries is provided to the referral source.
  - 1.5.3. The Contractor shall ensure on-call staff are experienced health care professionals who are trained in, and can advise on, standardized diagnostic methods, treatment, and disposition of suspected child sexual abuse; physical abuse; or neglect.
  - 1.5.4. The Contractor shall determine the level of the client's injuries and coordinate client transfer or care to the Children's Hospital at Dartmouth (CHAD) or other medical facilities, as appropriate.
  - 1.5.5. The Contractor shall complete an intake and referral form during the initial contact with the provider, which includes, but is not limited to:
    - 1.5.5.1. Name of agency.
    - 1.5.5.2. Patient name.

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*9-17-2020*



EXHIBIT B

- 1.5.5.3. Patient date of birth.
- 1.5.5.4. Patient address.
- 1.5.5.5. Nature of child maltreatment, which may include, but is not limited to:
  - 1.5.5.5.1. Physical abuse.
  - 1.5.5.5.2. Sexual abuse.
  - 1.5.5.5.3. Neglect.
  - 1.5.5.5.4. Psychological/Emotional Abuse.
- 1.5.5.6. Brief history of concern.
- 1.5.5.7. Parent or guardian contact information.
- 1.5.5.8. Referral from the Division for Children, Youth and Families (DCYF), or law enforcement.
- 1.5.6. The Contractor shall provide information to non-DCYF callers relative to filing a report with the Department, if appropriate, and document the random intake number for the filed report.
- 1.5.7. The Contractor shall provide all assessment notes and documents, relative to each encounter with the family, including phone triage and clinically follow-up information, within 24 hours of each encounter to the Department to enable the Department to develop:
  - 1.5.7.1. An appropriate safety plan for each client; and
  - 1.5.7.2. Further strategic planning in any occurrence in which a child requires ongoing consultation or follow-up due to hospitalization or extended need.
- 1.5.8. The Contractor shall ensure an experienced health care professional is available to the Department 24 hours per day, seven (7) days per week by telephone to clarify any diagnostic issues.
- 1.5.9. The Contractor shall receive or initiate requests for hospital-based multi-disciplinary team meetings with the Department and subspecialists.
- 1.5.10. The Contractor shall ensure multi-disciplinary team members include, but are not limited to:
  - 1.5.10.1. Department staff.
  - 1.5.10.2. Law enforcement.
  - 1.5.10.3. County attorney.

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9-17-2020

New Hampshire Department of Health and Human Services  
Special Medical Evaluation Services



EXHIBIT B

1.5.11. The Contractor shall ensure CAPP members provide medical testimonials in court per Department request.

1.6. Medical Provider Peer Review Consultation

1.6.1. The Contractor shall facilitate a peer review meeting to the Child Advocacy and Protection Program (CAPP) medical provider network, statewide, in order to present and receive guidance on active cases.

1.6.2. The Contractor shall ensure peer review entities include, but are not limited to:

1.6.2.1. New Hampshire Medical Providers Peer Review.

1.6.2.2. New England Provider Medical Peer Review.

1.6.3. The Contractor shall ensure all medical providers attend a minimum of five (5) peer review sessions annually.

1.7. Training

1.7.1. The Contractor shall provide pre-service and in-service trainings to the Department, as requested, on topics that include, but are not limited to:

1.7.1.1. Child abuse and neglect.

1.7.1.2. Psychological and emotional abuse.

1.7.1.3. Physical abuse training that includes, but is not limited to:

1.7.1.3.1. Abusive skin injuries and fractures.

1.7.1.3.2. Types of abusive head trauma.

1.7.1.3.3. Abusive internal organ and burn injuries.

1.7.1.3.4. History and categories of child abuse and neglect.

1.7.1.3.5. CAPP Services.

1.7.1.3.6. How CAPP services can provide guidance to Department and medical providers.

1.7.1.3.7. Diagnostic approach and diagnostic work up protocols to child abuse and neglect.

1.7.1.3.8. Signs and indicators of neglect, sexual, physical and psychological abuse.

1.7.1.3.9. Photo documentation.

1.7.2. The Contractor shall ensure nurse and child protective service worker professionals receive pre-service and in-service training on topics that include, but are not limited to:

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9-17-2020



**EXHIBIT B**

- 1.7.2.1. Standardized diagnostic methods.
- 1.7.2.2. Follow up treatment needs.
- 1.7.2.3. Medical disposition of child abuse and neglect diagnosis.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall provide quarterly reports to the Department within fifteen (15) days following the end of the quarter, ensuring reports include, but are not limited to:
  - 3.1.1. Number of calls to CAPP.
  - 3.1.2. Number of cases referred to CAPP by the Department and evaluated for special medical services.
  - 3.1.3. Number of record reviews conducted for the Department by CAPP.
  - 3.1.4. Number of court appearances by CAPP members.
  - 3.1.5. Number of multi-disciplinary team meetings attended by CAPP members, including but not limited to:
    - 3.1.5.1. County based multi-disciplinary case reviews.
    - 3.1.5.2. Hospital-based multi-disciplinary interagency case review.
  - 3.1.6. Number of trainings provided to the Department.
  - 3.1.7. Annual number and duration of trainings provided to the Department staff by CAPP.
  - 3.1.8. Annual number of over-the-phone consultations provided to the Department:

**4. Performance Measures**

- 4.1. The Department will monitor Contractor performance based on the outcomes that include, but are not limited to:

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9-17-2020

New Hampshire Department of Health and Human Services  
Special Medical Evaluation Services



**EXHIBIT B**

- 4.1.1. 90% of all clients will be contacted and offered a family appointment within ten (10) days of CAPP receiving the referral from DCYF.
- 4.1.2. 80% of all cases referred to CAPP by the Department will have received a completed evaluation and assessment within two (2) months of the referral from DCYF if family agrees to the CAPP evaluation.
- 4.1.3. 10% increase in medical providers recruited to be CAPP consultants annually.
- 4.1.4. 100% of medical providers participate in a minimum of five (5) peer review sessions annually.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Culturally and Linguistically Appropriate Services (CLAS)**

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."



**EXHIBIT B**

5.3.2. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

**6. Force Majeure**

6.1.1. Any delays in performance by a party under the contract shall not be considered a breach of the contract if and to the extent caused by occurrences beyond the reasonable control of the party affected: acts of God, embargoes, governmental restrictions, strikes, pandemics, fire, earthquake, flood, explosion, riots, wars, civil disorder, rebellion, or sabotage. The party suffering such occurrence shall immediately notify the other party of the occurrence of the Force Majeure event (in reasonable detail) and the expected duration of the event's effect on the party. A disruption in a party's performance due to Force Majeure extending beyond a stated period may be the cause for termination of the Contract at the sole discretion of the State. The State reserves the right to extend any time for performance by the actual time of the delay caused by the occurrence, provided that the party affected by the event uses reasonable efforts to overcome such delay. Notwithstanding anything in this provision, Force Majeure shall not include the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Contract. In the event that the Contractor's performance under the contract may be delayed due to a supply chain disruption or shortage and/or other similar occurrences completely outside of Contractor's control, the Contractor must notify the State of such delay and the State, at its sole discretion, may modify the delivery of services due to the circumstances. Said discretion on the part of the State to modify the delivery of services will not be unreasonably withheld, delayed, or conditioned.

**7. Records**

- 7.1. The Contractor shall keep records that include, but are not limited to:
- 7.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 7.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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9-17-2020

New Hampshire Department of Health and Human Services  
Special Medical Evaluation Services



**EXHIBIT B**

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- 7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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9-17-2020

	A	B	C
1	Procedure Code	Description	Current Rate
2	99205	Office/outpatient visit new	\$83.14
3	99211	Established patient office or other outpatient visit, typically 5 minutes	\$15.91
4	99212	Established patient office or other outpatient visit, typically 10 minutes	\$32.06
5	99213	Established patient office or other outpatient visit, typically 15 minutes	\$44.04
6	99214	Established patient office or other outpatient, visit typically 25 minutes	\$67.83
7	99215	Established patient office or other outpatient, visit typically 40 minutes	\$77.37
8	99245	Patient office consultation, typically 80 minutes	\$117.78
9	99285	Emergency department visit, problem with significant threat to life or function	\$97.00
10	99223	Initial hospital inpatient care, typically 70 minutes per day	\$115.47
11	99255	Inpatient hospital consultation, typically 110 minutes	\$117.78
12	99170	Examination of genital and anal region of child using an endoscope, suspected trauma	\$84.26
13	99354	Prolonged office or other outpatient service first hour	\$62.35
14	99356	PROLONGED SERVICE IN THE INPATIENT OR OBSERVATION SETTING, REQUIRING UNIT/FLOOR TIME BEYOND THE USUAL SERVICE; FIRST HOUR (LIST SEPARATELY IN ADDITION TO CODE FOR INPATIENT EVALUATION AND MANAGEMENT SERVICE)	\$57.74
15	99357	PROLONGED SERVICE IN THE INPATIENT OR OBSERVATION SETTING, REQUIRING UNIT/FLOOR TIME BEYOND THE USUAL SERVICE; EACH ADDITIONAL 30 MINUTES (LIST SEPARATELY IN ADDITION TO CODE FOR PROLONGED SERVICE)	\$57.74
16	99359	PROLONGED EVALUATION AND MANAGEMENT SERVICE BEFORE AND/OR AFTER DIRECT PATIENT CARE; EACH ADDITIONAL 30 MINUTES (LIST SEPARATELY IN ADDITION TO CODE FOR PROLONGED SERVICE)	\$27.72



**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 20%, This contract is funded with funds from the Foster Care Program, Title IV-E, Catalog of Federal Domestic Assistance (CFDA) #93.658, Federal Award Identification Number (FAIN) #2001NHFOST and Medicaid.
  - 1.2. 80% General funds.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.
  - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
  - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
  - 2.4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, and C-2 Budget Sheets.
3. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following the end of the quarter, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DCYFInvoices@dhhs.nh.gov](mailto:DCYFInvoices@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

  - 4.1. The Contractor shall bill the appropriate funding sources in accordance with standard billing procedures in both NH Medicaid and DCYF. The Contractor shall submit NH Medicaid expenses via the Website below:

<https://www.nhmmis.nh.gov>
  - 4.2. Non-clinical DCYF services
    - 4.2.1. The Contractor shall submit non-clinical expenses via the Website below:

<https://business.nh.gov/beb/pages/index.aspx>

New Hampshire Department of Health and Human Services  
Special Medical Evaluation Services



**EXHIBIT C**

5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal

Mary Hitchcock Memorial Hospital

Exhibit C

Contractor Initials

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SS-2020-DCYF-13-SPECI - 01

Page 2 of 3

Date

9-17-2020

New Hampshire Department of Health and Human Services  
Special Medical Evaluation Services



EXHIBIT C

year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

SAK

9-17-2020

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor Name: Mary Hitchcock Memorial Hospital

Budget Request for: Special Medical Evaluation Services

Budget Period: July 1, 2020 - June 30, 2021 SFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Annual Medical Consultation	\$ 144,080.00	\$ -	\$ 144,080.00	\$ -	\$ -	\$ -	\$ 144,080.00	\$ -	\$ 144,080.00
2. Annual Network Support	\$ 38,400.00	\$ -	\$ 38,400.00	\$ -	\$ -	\$ -	\$ 38,400.00	\$ -	\$ 38,400.00
3. Training	\$ 54,450.00	\$ -	\$ 54,450.00	\$ -	\$ -	\$ -	\$ 54,450.00	\$ -	\$ 54,450.00
4. Web Billing	\$ 360,000.00	\$ -	\$ 360,000.00	\$ -	\$ -	\$ -	\$ 360,000.00	\$ -	\$ 360,000.00
<b>TOTAL</b>	<b>\$ 596,930.00</b>	<b>\$ -</b>	<b>\$ 596,930.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 596,930.00</b>	<b>\$ -</b>	<b>\$ 596,930.00</b>
Indirect As A Percent of Direct			0.0%						

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Contractor Name: Mary Hitchcock Memorial Hospital											
Budget Request for: Special Medical Evaluation Services											
Budget Period: July 1, 2021 - June 30, 2022 SFY 2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Annual Medical Consultation	\$ 144,000.00	\$ -	\$ 144,000.00	\$ -	\$ -	\$ -	\$ 144,000.00	\$ -	\$ 144,000.00		
2. Annual Network Support	\$ 38,400.00	\$ -	\$ 38,400.00	\$ -	\$ -	\$ -	\$ 38,400.00	\$ -	\$ 38,400.00		
3. Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Work Rptm	\$ 720,000.00	\$ -	\$ 720,000.00	\$ -	\$ -	\$ -	\$ 720,000.00	\$ -	\$ 720,000.00		
<b>TOTAL</b>	<b>\$ 902,400.00</b>	<b>\$ -</b>	<b>\$ 902,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 902,400.00</b>	<b>\$ -</b>	<b>\$ 902,400.00</b>		
Indirect As A Percent of Direct 0.0%											

Contractor Initials SAL  
 Date 9-17-2020



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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9-17-2020

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:

9-17-2020  
Date

  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President

Vendor Initials SAR  
Date 9-17-2020



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Vendor Name:

9-17-2020  
Date

  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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9-17-2020



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

9-17-2020  
Date

  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

9-17-2020  
Date

  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President

Exhibit G

Vendor Initials SAR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 9-17-2020



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

9-17-2020  
Date

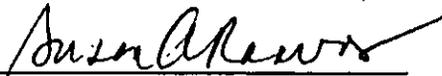
  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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9-17-2020



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

SAK

9-17-2020



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within five (5) business days of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*SAK*

*9-17-2020*



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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*9-17-2020*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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9-17-2020

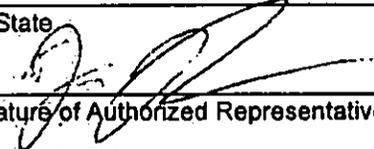


Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services  
The State

  
Signature of Authorized Representative

Joseph E. Ribsam, Jr.  
Name of Authorized Representative  
Director, DCYF  
Title of Authorized Representative

9/22/20  
Date

Mary Hitchcock Memorial Hospital

Name of the Contractor

  
Signature of Authorized Representative

Susan A. Reeves, EdD, RN  
Name of Authorized Representative  
Executive Vice President  
Title of Authorized Representative

9-17-2020  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

9-17-2020  
Date

  
Name: Susan A. Reeves, EdD, RN  
Title: Executive Vice President

SAR

9-17-2020



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 069910297
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services  
DHHS Security Requirements



Exhibit K

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information," "Confidential Data," or "Data" (as defined in Exhibit K), means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates a security policy, which includes successful attempts) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or

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9-17-2020

New Hampshire Department of Health and Human Services  
DHHS Security Requirements



Exhibit K

storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K



except as required or permitted under this Contract or required by law. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS Data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS Data.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If Contractor is employing remote communication to

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K



access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit K, must be used.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain DHHS Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have thirty (30) days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or, if it is infeasible to return or destroy DHHS Data, protections are extended to such information, in accordance with the termination provisions in this Section. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems accessed or utilized for purposes of carrying out this contract.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting DHHS Confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, current, updated, and

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9-17-2020

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K



maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

If the Contractor maintains any Confidential Information on its systems (or its sub-contractor systems) and it has not done so previously, the Contractor will implement policies and procedures to ensure that any storage media on which such data maybe recorded will be rendered unreadable and that the data will be un-recoverable when the storage media is disposed of. Upon request, the Contractor will provide the Department with copies of these policies and with written documentation demonstrating compliance with the policies. The written documentation will include all details necessary to demonstrate data contained in the storage media has been rendered unreadable and un-recoverable. Where applicable, regulatory and professional standards for retention requirements may be jointly evaluated by the State and Contractor prior to destruction.

1. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media

New Hampshire Department of Health and Human Services

DHHS Security Requirements

Exhibit K



used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End-User will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
5. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
6. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
7. The Contractor will not store any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
8. Data Security Breach Liability. In the event of any computer security incident, incident, or breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
9. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of, HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) and 42 C.F.R. Part 2 that govern protections for individually identifiable

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New Hampshire Department of Health and Human Services  
DHHS Security Requirements



Exhibit K

health information and as applicable under State law.

10. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor must notify the DHHS Security Office and the Program Contact via the email addresses provided in Section VI of this Exhibit, immediately upon the Contractor determining that a breach or security incident has occurred and that DHHS confidential Information/data may have been exposed or compromised. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
12. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the contract and Exhibit K.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must immediately notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches as specified in Section IV, paragraph 11 above.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA, Privacy and Security Rules. In addition

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*9-17-2020*

New Hampshire Department of Health and Human Services  
DHHS Security Requirements



Exhibit K

to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:  
DHHSPrivacyOfficer@dhhs.nh.gov
- C. DHHS contact for Information Security issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:  
DHHSInformationSecurityOffice@dhhs.nh.gov  
DHHSPrivacyOfficer@dhhs.nh.gov
- E. DHHS Program Area Contact:  
Christine.Bean@dhhs.nh.gov

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9-17-2020

# 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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 07, 1889. 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: 68517

Certificate Number: 0004924643



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of June A.D. 2020.

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

William M. Gardner  
Secretary of State



Dartmouth-Hitchcock  
Dartmouth-Hitchcock Medical Center  
1 Medical Center Drive  
Lebanon, NH 03756  
Dartmouth-Hitchcock.org

**CERTIFICATE OF VOTE/AUTHORITY**

I, Edward H. Stansfield, III, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7<sup>th</sup>, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

**ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets**

“In exercising this [fiduciary] duty, the Board may, consistent with the Corporation’s Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable.”

3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer, the Chief Clinical Officer, and other officers, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Edward J. Merrens, MD is the Chief Clinical Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 15<sup>th</sup> day of September 2020.

Edward H. Stansfield, III, Board Chair

STATE OF NH  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September 2020 by Edward H. Stansfield, III.

Notary Public  
My Commission Expires: 9-21-2021



**CERTIFICATE OF INSURANCE**

DATE: August 7, 2020

**COMPANY AFFORDING COVERAGE**  
 Hamden Assurance Risk Retention Group, Inc.  
 P.O. Box 1687  
 30 Main Street, Suite 330  
 Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURED**  
 Dartmouth-Hitchcock Clinic  
 One Medical Center Drive  
 Lebanon, NH 03756  
 (603)653-6850

**COVERAGES**

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY				EACH OCCURRENCE	
				DAMAGE TO RENTED PREMISES	
				MEDICAL EXPENSES	
				PERSONAL & ADV INJURY	
				GENERAL AGGREGATE	
CLAIMS MADE					
OCCURRENCE					
OTHER				PRODUCTS-COMP/OP AGG	
PROFESSIONAL LIABILITY	0002020-A	07/01/2020	07/01/2021	EACH CLAIM	\$1,000,000
X CLAIMS MADE				ANNUAL AGGREGATE	\$3,000,000
OCCURRENCE					
OTHER					

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**  
 Catherine I. Garfield Legare, MD is insured under the terms and conditions of Policy No: 0002020-A. Coverage is provided solely for acts/duties performed within the scope of employment for Dartmouth-Hitchcock Clinic. Any activities outside the scope and terms of employment with Dartmouth-Hitchcock Clinic are expressly excluded and not covered by Policy No: 0002020-A. This insurance applies to services provided in the states of NH, VT, MA, MD and ME only.

**CERTIFICATE HOLDER**

New Hampshire Department of Health and Human Services  
 129 Pleasant Street  
 Concord, NH 03301-3857

**CANCELLATION**  
 Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**



# Mission, Vision, and Values

## Our Mission

We advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

## Our Vision

Achieve the healthiest population possible, leading the transformation of health care in our region and setting the standard for our nation.

## Values

- Respect
- Integrity
- Commitment
- Transparency
- Trust
- Teamwork
- Stewardship
- Community

# **Dartmouth-Hitchcock Health and Subsidiaries**

**Consolidated Financial Statements  
June 30, 2019 and 2018**

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Index**  
**June 30, 2019 and 2018**

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	<b>Page(s)</b>
<b>Report of Independent Auditors</b> .....	1-2
<b>Consolidated Financial Statements</b>	
Balance Sheets .....	3
Statements of Operations and Changes in Net Assets .....	4-5
Statements of Cash Flows .....	6
Notes to Financial Statements .....	7-45
<b>Consolidating Supplemental Information - Unaudited</b>	
Balance Sheets .....	47-50
Statements of Operations and Changes in Net Assets without Donor Restrictions .....	51-54
Notes to the Supplemental Consolidating Information.....	55



## Report of Independent Auditors

To the Board of Trustees of  
Dartmouth-Hitchcock Health and subsidiaries

We have audited the accompanying consolidated financial statements of Dartmouth-Hitchcock Health and its subsidiaries (the "Health System"), which comprise the consolidated balance sheets as of June 30, 2019 and 2018, and the related consolidated statements of operations and changes in net assets and of cash flows for the years then ended.

### *Management's Responsibility for the Consolidated Financial Statements*

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

### *Auditors' Responsibility*

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Health System's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Health System's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Dartmouth-Hitchcock Health and its subsidiaries as of June 30, 2019 and 2018, and the results of their operations, changes in net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



***Emphasis of Matter***

As discussed in Note 2 to the consolidated financial statements, the Health System changed the manner in which it accounts for revenue recognition from contracts with customers and the manner in which it presents net assets and reports certain aspects of its financial statements as a not-for-profit entity in 2019. Our opinion is not modified with respect to this matter.

***Other Matter***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of its operations, changes in net assets and cash flows of the individual companies and is not a required part of the consolidated financial statements. Accordingly, we do not express an opinion on the financial position, results of operations, changes in net assets and cash flows of the individual companies.

*PricewaterhouseCoopers LLP*

Boston, Massachusetts  
November 26, 2019

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Balance Sheets**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2019	2018
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 143,587	\$ 200,169
Patient accounts receivable, net of estimated uncollectibles of \$132,228 at June 30, 2018 (Note 4)	221,125	219,228
Prepaid expenses and other current assets	95,495	97,502
Total current assets	460,207	516,899
Assets limited as to use (Notes 5 and 7)	876,249	706,124
Other investments for restricted activities (Notes 5 and 7)	134,119	130,896
Property, plant, and equipment, net (Note 6)	621,256	607,321
Other assets	124,471	108,785
Total assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>
<b>Liabilities and Net Assets</b>		
Current liabilities		
Current portion of long-term debt (Note 10)	\$ 10,914	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits (Note 11)	3,468	3,311
Accounts payable and accrued expenses (Note 13)	113,817	95,753
Accrued compensation and related benefits	128,408	125,576
Estimated third-party settlements (Note 4)	41,570	41,141
Total current liabilities	298,177	269,245
Long-term debt, excluding current portion (Note 10)	752,180	752,975
Insurance deposits and related liabilities (Note 12)	58,407	55,516
Liability for pension and other postretirement plan benefits, excluding current portion (Note 11)	281,009	242,227
Other liabilities	124,136	88,127
Total liabilities	<u>1,513,909</u>	<u>1,408,090</u>
Commitments and contingencies (Notes 4, 6, 7, 10, and 13)		
Net assets		
Net assets without donor restrictions (Note 9)	559,933	524,102
Net assets with donor restrictions (Notes 8 and 9)	142,460	137,833
Total net assets	<u>702,393</u>	<u>661,935</u>
Total liabilities and net assets	<u>\$ 2,216,302</u>	<u>\$ 2,070,025</u>

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2019	2018
<b>Operating revenue and other support</b>		
Patient service revenue	\$ 1,999,323	\$ 1,899,095
Provision for bad debts (Notes 2 and 4)	-	47,367
Net patient service revenue	<u>1,999,323</u>	<u>1,851,728</u>
Contracted revenue (Note 2)	75,017	54,969
Other operating revenue (Notes 2 and 5)	210,698	148,946
Net assets released from restrictions	14,105	13,461
Total operating revenue and other support	<u>2,299,143</u>	<u>2,069,104</u>
<b>Operating expenses</b>		
Salaries	1,062,551	989,263
Employee benefits	251,591	229,683
Medical supplies and medications	407,875	340,031
Purchased services and other	323,435	291,372
Medicaid enhancement tax (Note 4)	70,061	67,692
Depreciation and amortization	88,414	84,778
Interest (Note 10)	25,514	18,822
Total operating expenses	<u>2,229,441</u>	<u>2,021,641</u>
Operating income (loss)	<u>69,702</u>	<u>47,463</u>
<b>Non-operating gains (losses)</b>		
Investment income, net (Note 5)	40,052	40,387
Other losses, net (Note 10)	(3,562)	(2,908)
Loss on early extinguishment of debt	(87)	(14,214)
Loss due to swap termination	-	(14,247)
Total non-operating gains, net	<u>36,403</u>	<u>9,018</u>
Excess of revenue over expenses	<u>\$ 106,105</u>	<u>\$ 56,481</u>

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Operations and Changes in Net Assets - Continued**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2019	2018
<b>Net assets without donor restrictions</b>		
Excess of revenue over expenses	\$ 106,105	\$ 56,481
Net assets released from restrictions	1,769	16,313
Change in funded status of pension and other postretirement benefits (Note 11)	(72,043)	8,254
Other changes in net assets	-	(185)
Change in fair value of interest rate swaps (Note 10)	-	4,190
Change in interest rate swap effectiveness	-	14,102
Increase in net assets without donor restrictions	<u>35,831</u>	<u>99,155</u>
<b>Net assets with donor restrictions</b>		
Gifts, bequests, sponsored activities	17,436	14,171
Investment income, net	2,682	4,354
Net assets released from restrictions	(15,874)	(29,774)
Contribution of assets with donor restrictions from acquisition	383	-
Increase (decrease) in net assets with donor restrictions	<u>4,627</u>	<u>(11,249)</u>
Change in net assets	40,458	87,906
<b>Net assets</b>		
Beginning of year	<u>661,935</u>	<u>574,029</u>
End of year	<u>\$ 702,393</u>	<u>\$ 661,935</u>

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Statements of Cash Flows**  
**Years Ended June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2019	2018
<b>Cash flows from operating activities</b>		
Change in net assets	\$ 40,458	\$ 87,906
Adjustments to reconcile change in net assets to net cash provided by operating and non-operating activities		
Change in fair value of interest rate swaps	-	(4,897)
Provision for bad debt	-	47,367
Depreciation and amortization	88,770	84,947
Change in funded status of pension and other postretirement benefits	72,043	(8,254)
(Gain) on disposal of fixed assets	(1,101)	(125)
Net realized gains and change in net unrealized gains on investments	(31,397)	(45,701)
Restricted contributions and investment earnings	(2,292)	(5,460)
Proceeds from sales of securities	1,167	1,531
Loss from debt defeasance	-	14,214
Changes in assets and liabilities		
Patient accounts receivable, net	(1,803)	(29,335)
Prepaid expenses and other current assets	2,149	(8,299)
Other assets, net	(9,052)	(11,665)
Accounts payable and accrued expenses	17,898	19,693
Accrued compensation and related benefits	2,335	10,665
Estimated third-party settlements	429	13,708
Insurance deposits and related liabilities	2,378	4,556
Liability for pension and other postretirement benefits	(33,104)	(32,399)
Other liabilities	12,267	(2,421)
Net cash provided by operating and non-operating activities	<u>161,145</u>	<u>136,031</u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant, and equipment	(82,279)	(77,598)
Proceeds from sale of property, plant, and equipment	2,188	-
Purchases of investments	(361,407)	(279,407)
Proceeds from maturities and sales of investments	219,996	273,409
Cash received through acquisition	4,863	-
Net cash used in investing activities	<u>(216,639)</u>	<u>(83,596)</u>
<b>Cash flows from financing activities</b>		
Proceeds from line of credit	30,000	50,000
Payments on line of credit	(30,000)	(50,000)
Repayment of long-term debt	(29,490)	(413,104)
Proceeds from issuance of debt	26,338	507,791
Repayment of interest rate swap	-	(16,019)
Payment of debt issuance costs	(228)	(4,892)
Restricted contributions and investment earnings	2,292	5,460
Net cash (used in) provided by financing activities	<u>(1,088)</u>	<u>79,236</u>
(Decrease) increase in cash and cash equivalents	(56,582)	131,671
<b>Cash and cash equivalents</b>		
Beginning of year	<u>200,169</u>	<u>68,498</u>
End of year	<u>\$ 143,587</u>	<u>\$ 200,169</u>
<b>Supplemental cash flow information</b>		
Interest paid	\$ 23,977	\$ 18,029
Net assets acquired as part of acquisition, net of cash acquired	(4,863)	-
Non-cash proceeds from issuance of debt	-	137,281
Use of non-cash proceeds to refinance debt	-	(137,281)
Construction in progress included in accounts payable and accrued expenses	1,546	1,569
Equipment acquired through issuance of capital lease obligations	-	17,670
Donated securities	1,167	1,531

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

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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**1. Organization and Community Benefit Commitments**

Dartmouth-Hitchcock Health (D-HH) serves as the sole corporate member of the following entities: Dartmouth-Hitchcock Clinic and Subsidiaries (DHC), Mary Hitchcock Memorial Hospital and Subsidiaries (MHMH), (DHC and MHMH together are referred to as D-H), The New London Hospital Association and Subsidiaries (NLH), Windsor Hospital Corporation (d/b/a Mt. Ascutney Hospital and Health Center) and Subsidiaries (MAHHC), Cheshire Medical Center and Subsidiaries (Cheshire), Alice Peck Day Memorial Hospital and, effective July 1, 2018, Subsidiary (APD), and the Visiting Nurse and Hospice for Vermont and New Hampshire and Subsidiaries (VNH). The "Health System" consists of D-HH, its members and their subsidiaries.

The Health System currently operates one tertiary, one community and three acute care (critical access) hospitals in New Hampshire (NH) and Vermont (VT). One facility provides inpatient and outpatient rehabilitation medicine and long-term care. The Health System also operates multiple physician practices, a nursing home, a continuing care retirement community, and a home health and hospice service. The Health System operates a graduate level program for health professions and is the principal teaching affiliate of the Geisel School of Medicine (Geisel), a component of Dartmouth College.

D-HH, Dartmouth-Hitchcock Clinic, Mary Hitchcock Memorial Hospital, The New London Hospital Association, Cheshire Medical Center, and Alice Peck Day Memorial Hospital are NH not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC). Windsor Hospital Corporation and the Visiting Nurse and Hospice of VT and NH are VT not-for-profit corporations exempt from federal income taxes under Section 501(c)(3) of the IRC.

**Community Benefits**

The mission of the Health System is to advance health through clinical practice and community partnerships, research and education, providing each person the best care, in the right place, at the right time, every time.

Consistent with this mission, the Health System provides high quality, cost effective, comprehensive, and integrated healthcare to individuals, families, and the communities it serves regardless of a patient's ability to pay. The Health System actively supports community-based healthcare and promotes the coordination of services among healthcare providers and social services organizations. In addition, the Health System also seeks to work collaboratively with other area healthcare providers to improve the health status of the region. As a component of an integrated academic medical center, the Health System provides significant support for academic and research programs.

Certain member hospitals of the Health System file annual Community Benefits Reports with the State of NH which outline the community and charitable benefits each provides. VT hospitals are not required by law to file a state community benefit report. The categories used in the Community Benefit Reports to summarize these benefits are as follows:

- *Community Health Services* include activities carried out to improve community health and could include community health education (such as classes, programs, support groups, and materials that promote wellness and prevent illness), community-based clinical services (such as free clinics and health screenings), and healthcare support services (enrollment assistance in public programs, assistance in obtaining free or reduced costs medications, telephone information services, or transportation programs to enhance access to care, etc.).

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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- *Health Professions Education* includes uncompensated costs of training medical students, Residents, nurses, and other health care professionals
- *Subsidized health services* are services provided by the Health System, resulting in financial losses that meet the needs of the community and would not otherwise be available unless the responsibility was assumed by the government.
- *Research support and other grants* represent costs in excess of awards for numerous health research and service initiatives awarded to the organizations within the Health System.
- *Financial Contributions* include financial contributions of cash, as well as in-kind contributions such as time, supplies, and expertise to local organizations to address community health needs.
- *Community-Building Activities* include expenses incurred to support the development of programs and partnerships intended to address public health challenges as well as social and economic determinants of health. Examples include physical improvements and housing, economic development, support system enhancements, environmental improvements, leadership development and training for community members, community health improvement advocacy, and workforce enhancement.
- *Community Benefit Operations* includes costs associated with staff dedicated to administering benefit programs, community health needs assessment costs, and other costs associated with community benefit planning and operations.
- *Charity Care and Costs of Government Sponsored Health Care* includes losses, at-cost, incurred by providing health care services to persons qualifying for hospital financial assistance programs, and uncompensated costs of providing health care services to patients who are Medicaid Beneficiaries.
- *The uncompensated cost of care for Medicaid patients* reported in the unaudited Community Benefits Reports for 2018 was approximately \$139,683,000. The 2019 Community Benefits Reports are expected to be filed in February 2020.

The following table summarizes the value of the community benefit initiatives outlined in the Health System's most recently filed Community Benefit Reports for the year ended June 30, 2018:

*(in thousands of dollars)*

Government-sponsored healthcare services	\$ 246,064
Health professional education	33,067
Charity care	13,243
Subsidized health services	11,993
Community health services	6,570
Research	5,969
Community building activities	2,540
Financial contributions	2,360
Community benefit operations	1,153
Total community benefit value	<u>\$ 322,959</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, and have been prepared consistent with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 954, *Healthcare Entities*, which addresses the accounting for healthcare entities. The net assets, revenue, expenses, and gains and losses of healthcare entities are classified based on the existence or absence of donor-imposed restrictions.

Accordingly, net assets without donor restrictions are amounts not subject to donor-imposed stipulations and are available for operations. Net assets with donor restrictions are those whose use has been limited by donors to a specific time period or purpose, or whose use has been restricted by donors to be maintained in perpetuity. All significant intercompany transactions have been eliminated upon consolidation.

**Use of Estimates**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. The most significant areas that are affected by the use of estimates include implicit and explicit pricing concessions, valuation of certain investments, estimated third-party settlements, insurance reserves, and pension obligations. Actual results may differ from those estimates.

**Excess of Revenue over Expenses**

The consolidated statements of operations and changes in net assets include the excess of revenue over expenses. Operating revenues consist of those items attributable to the care of patients, including contributions and investment income on investments of net assets without donor restrictions, which are utilized to provide charity and other operational support. Peripheral activities, including contribution of net assets without donor restrictions from acquisitions, loss on early extinguishment of debt, loss due to swap termination, realized gains/losses on sales of investment securities and changes in unrealized gains/losses in investments are reported as non-operating gains (losses).

Changes in net assets without donor restrictions which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purpose of acquiring such assets), change in funded status of pension and other postretirement benefit plans, and the effective portion of the change in fair value of interest rate swaps.

**Charity Care**

The Health System provides care to patients who meet certain criteria under their financial assistance policies without charge or at amounts less than their established rates. Because the Health System does not anticipate collection of amounts determined to qualify as charity care, they are not reported as revenue.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2019 and 2018

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The Health System grants credit without collateral to patients. Most are local residents and are insured under third-party arrangements. The amount of charges for implicit price concessions is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in federal and state governmental healthcare coverage, and other collection indicators (Notes 1 and 4).

#### **Patient Service Revenue**

The Health System applies the accounting provisions of ASC 606, *Revenue from Contracts with Customers* (ASC 606). Patient service revenue is reported at the amount of consideration to which the Health System expects to be entitled from patients, third party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors and implicit pricing concessions. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as estimates change or final settlements are determined (Note 4).

#### **Contracted Revenue**

The Health System has various Professional Service Agreements (PSAs), pursuant to which certain organizations purchase services of personnel employed by the Health System and also lease space and equipment. Revenue pursuant to these PSAs and certain facility and equipment leases and other professional service contracts have been classified as contracted revenue in the accompanying consolidated statements of operations and changes in net assets.

#### **Other Revenue**

The Health System recognizes other revenue which is not related to patient medical care but is central to the day-to-day operations of the Health System. Other revenue primarily consists of revenue from retail pharmacy, which the Health System records as customer revenues in the amounts that reflect the consideration to which it expects to be entitled in exchange for the prescription. Other revenue also includes joint operating agreements, grant revenue, cafeteria sales and other support service revenue.

#### **Cash Equivalents**

Cash equivalents include investments in highly liquid investments with maturities of three months or less when purchased, excluding amounts where use is limited by internal designation or other arrangements under trust agreements or by donors.

#### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values, mutual funds and pooled/commingled funds, and all investments in debt securities are considered to be trading securities reported at fair value with changes in fair value included in the excess of revenues over expenses. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (Note 7).

Investments in pooled/commingled investment funds, private equity funds and hedge funds that represent investments where the Health System owns shares or units of funds rather than the underlying securities in that fund are valued using the equity method of accounting with changes in value recorded in the excess of revenues over expenses. All investments, whether held at fair value or under the equity method of accounting, are reported at what the Health System believes to be the amount they would expect to receive if it liquidated its investments at the balance sheet dates on a nondistressed basis.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2019 and 2018

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Certain members of the Health System are partners in a NH general partnership established for the purpose of operating a master investment program of pooled investment accounts. Substantially all of the Health System's board-designated and assets with donor restrictions, such as endowment funds, were invested in these pooled funds by purchasing units based on the market value of the pooled funds at the end of the month prior to receipt of any new additions to the funds. Interest, dividends, and realized and unrealized gains and losses earned on pooled funds are allocated monthly based on the weighted average units outstanding at the prior month-end.

Investment income or losses (including change in unrealized and realized gains and losses on investments, change in value of equity method investments, interest, and dividends) are included in the excess of revenue over expenses and classified as non-operating gains and losses, unless the income or loss is restricted by donor or law (Note 9).

#### **Fair Value Measurement of Financial Instruments**

The Health System estimates fair value based on a valuation framework that uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of fair value hierarchy, as defined by ASC 820, *Fair Value Measurements and Disclosures*, are described below:

- Level 1      Unadjusted quoted prices in active markets that are accessible at the measurement date for assets or liabilities.
- Level 2      Prices other than quoted prices in active markets that are either directly or indirectly observable as of the date of measurement.
- Level 3      Prices or valuation techniques that are both significant to the fair value measurement and unobservable.

The Health System applies the accounting provisions of Accounting Standards Update (ASU) 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)* (ASU 2009-12). ASU 2009-12 allows for the estimation of fair value of investments for which the investment does not have a readily determinable fair value, to use net asset value (NAV) per share or its equivalent as a practical expedient, subject to the Health System's ability to redeem its investment.

The carrying amount of patient accounts receivable, prepaid and other current assets, accounts payable and accrued expenses approximates fair value due to the short maturity of these instruments.

#### **Property, Plant, and Equipment**

Property, plant, and equipment, and other real estate are stated at cost at the time of purchase or fair value at the time of donation, less accumulated depreciation. The Health System's policy is to capitalize expenditures for major improvements and to charge expense for maintenance and repair expenditures which do not extend the lives of the related assets. The provision for depreciation has been determined using the straight-line method at rates which are intended to amortize the cost of assets over their estimated useful lives which range from 10 to 40 years for buildings and improvements, 2 to 20 years for equipment, and the shorter of the lease term, or 5 to 12 years, for leasehold improvements. Certain software development costs are amortized using the straight-line method over a period of up to 10 years. Net interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2019 and 2018

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The fair value of a liability for legal obligations associated with asset retirements is recognized in the period in which it is incurred, if a reasonable estimate of the fair value of the obligation can be made. When a liability is initially recorded, the cost of the asset retirement obligation is capitalized by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost associated with the retirement is depreciated over the useful life of the related asset. Upon settlement of the obligation, any difference between the actual cost to settle the asset retirement obligation and the liability recorded is recognized as a gain or loss in the consolidated statements of operations and changes in net assets.

Gifts of capital assets such as land, buildings, or equipment are reported as support, and excluded from the excess of revenue over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of capital assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire capital assets are reported as restricted support. Absent explicit donor stipulations about how long those capital assets must be maintained, expirations of donor restrictions are reported when the donated or acquired capital assets are placed in service.

#### **Bond Issuance Costs**

Bond issuance costs, classified on the consolidated balance sheets within long-term debt, are amortized over the term of the related bonds. Amortization is recorded within interest expense in the consolidated statements of operations and changes in net assets using the straight-line method which approximates the effective interest method.

#### **Intangible Assets and Goodwill**

The Health System records within other assets on the consolidated balance sheets goodwill and intangible assets such as trade names and leases-in-place. The Health System considers trade names and goodwill to be indefinite-lived assets, assesses them at least annually for impairment or more frequently if certain events or circumstances warrant and recognizes impairment charges for amounts by which the carrying values exceed their fair values. The Health System has recorded \$10,524,000 and \$2,462,000 as intangible assets associated with its affiliations as of June 30, 2019 and 2018, respectively.

#### **Derivative Instruments and Hedging Activities**

The Health System applies the provisions of ASC 815, *Derivatives and Hedging*, to its derivative instruments, which require that all derivative instruments be recorded at their respective fair values in the consolidated balance sheets.

On the date a derivative contract is entered into, the Health System designates the derivative as a cash-flow hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability. For all hedge relationships, the Health System formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed, and a description of the method of measuring ineffectiveness. This process includes linking cash-flow hedges to specific assets and liabilities on the consolidated balance sheets, specific firm commitments or forecasted transactions. The Health System also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective in offsetting changes in variability of cash flows of hedged items. Changes in the fair value of a derivative that is highly effective and that is designated and qualifies as a cash-flow hedge are recorded in net assets without donor restrictions until earnings are affected by the

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

variability in cash flows of the designated hedged item. The ineffective portion of the change in fair value of a cash flow hedge is reported in excess of revenue over expenses in the consolidated statements of operations and changes in net assets.

The Health System discontinues hedge accounting prospectively when it is determined: (a) the derivative is no longer effective in offsetting changes in the cash flows of the hedged item; (b) the derivative expires or is sold, terminated, or exercised; (c) the derivative is undesignated as a hedging instrument because it is unlikely that a forecasted transaction will occur; (d) a hedged firm commitment no longer meets the definition of a firm commitment; and (e) management determines that designation of the derivative as a hedging instrument is no longer appropriate.

In all situations in which hedge accounting is discontinued, the Health System continues to carry the derivative at its fair value on the consolidated balance sheets and recognizes any subsequent changes in its fair value in excess of revenue over expenses.

**Gifts**

Gifts without donor restrictions are recorded net of related expenses as non-operating gains. Conditional promises to give and indications of intentions to give to the Health System are reported at fair value at the date the gift is received. Gifts are reported with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restrictions.

**Recently Issued Accounting Pronouncements**

In May 2014, the FASB issued ASU 2014-09 - *Revenue from Contracts with Customers (ASC 606)* and in August 2015, the FASB amended the guidance to defer the effective date of this standard by one year. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards. The core principle of the guidance in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Health System adopted ASU 2014-09 effective July 1, 2018 under the modified retrospective method, and has provided the new disclosures required post implementation. For example, patient accounts receivable are shown net of the allowance for doubtful accounts of approximately \$132,228,000 as of June 30, 2018 on the consolidated balance sheet. If an allowance for doubtful accounts had been presented as of June 30, 2019, it would have been approximately \$121,544,000. While the adoption of ASU 2014-09 has had a material effect on the presentation of revenues in the Health System's consolidated statements of operations and changes in net assets, and has had an impact on certain disclosures, it has not materially impacted the financial position, results of operations or cash flows. Refer to Note 4, Patient Service Revenue and Accounts Receivable, for further details.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2019 and 2018

---

In February 2016, the FASB issued ASU 2016-02 – *Leases (Topic 842)*, which requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, on its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. The guidance also expands the required quantitative and qualitative disclosures surrounding leases. The ASU is effective for fiscal years beginning after December 15, 2018, or fiscal year 2020 for the Health System. The Health System is evaluating the impact of the new guidance on the consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01- *Recognition and Measurement of Financial Assets and Financial Liabilities*, which address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. This guidance allows an entity to choose, investment-by-investment, to report an equity investment that neither has a readily determinable fair value, nor qualifies for the practical expedient for fair value estimation using NAV, at its cost minus impairment (if any), plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issue. Impairment of such investments must be assessed qualitatively at each reporting period. Entities must disclose their financial assets and liabilities by measurement category and form of asset either on the face of the balance sheet or in the accompanying notes. The ASU is effective for annual reporting periods beginning after December 15, 2018 or fiscal year 2020 for the Health System. The provision to eliminate the requirement to disclose the fair value of financial instruments measured at cost (such as the fair value of debt) was early adopted during the year ended June 30, 2017.

In August 2016, the FASB issued ASU 2016-14 - *Presentation of Financial Statements for Not-for-Profit Entities*. The new pronouncement amends certain financial reporting requirements for not-for-profit entities. It reduces the number of classes of net assets from three to two: net assets with donor restrictions includes amount previously disclosed as both temporarily and permanently restricted net assets, net assets without donor restrictions includes amounts previously disclosed as unrestricted net assets. It expands the disclosure of expenses by both natural and functional classification. It adds quantitative and qualitative disclosures about liquidity and availability of resources. The ASU is effective for the Health System for the year ending June 30, 2019. The Health System has adopted this ASU on a retrospective basis, except for the presentation of expenses based on natural and functional classification and the discussion of liquidity, as permitted in the ASU. Please refer to Note 14, Functional Expenses, and Note 15, Liquidity.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958), Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The new pronouncement was intended to assist entities in evaluating whether transactions should be accounted for as contributions or exchange transactions and whether a contribution is conditional. This ASU was effective for the Health System on July 1, 2018 on a modified prospective basis and did not have a significant impact on the consolidated financial statements of the Health System.

### 3. Acquisitions

Effective July 1, 2018, Alice Peck Day Memorial Hospital became the sole corporate member of APD LifeCare Center Inc. (LifeCare). LifeCare owns and operates Harvest Hill, an assisted living facility, the Woodlands, a residential living community and the Elizabeth S. Hughes Care Unit, which provides hospice care.

## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2019 and 2018**

---

In accordance with applicable accounting guidance on not-for-profit mergers and acquisitions, Alice Peck Day Memorial Hospital recorded goodwill related to the acquisition of LifeCare of approximately \$5,131,000. Restricted contribution income of \$383,000 was recorded within net assets with donor restrictions in the accompanying consolidated statement of changes in net assets. Included in the transaction was LifeCare's cash balance of \$4,863,000. No consideration was exchanged for the net assets assumed and acquisition costs were expensed as incurred. LifeCare's financial position, results of operations and changes in net assets are included in the consolidated financial statements as of and for the year ended June 30, 2019.

#### **4. Patient Service Revenue and Accounts Receivable**

The Health System reports patient service revenue at amounts that reflect the consideration to which it expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payers (including managed care payers and government programs), and others; and they include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Health System bills patients and third-party payers several days after the services were performed or shortly after discharge. Revenue is recognized as performance obligations are satisfied under contracts by providing healthcare services to patients.

The Health System determines performance obligations based on the nature of the services provided. Revenues for performance obligations satisfied over time are recognized based on actual charges incurred in relation to total expected charges as this method provides a reasonable estimate of the transfer of services over the term of performance obligations based on inputs needed to satisfy the obligations. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services. For inpatient services, performance obligations are measured from admission to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services and physician services, performance obligations are recognized at a point in time when the services are provided and no further patient services are deemed necessary.

Generally, the Health System's patient service performance obligations relate to contracts with a duration of less than one year, therefore the Health System has elected to apply the optional exemption provided in ASC 606-10-50-14a and, therefore, we are not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. This generally refers to inpatient services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

Established charges represent gross charges. They are not the same as actual pricing, and they generally do not reflect what a hospital is ultimately entitled to for services it provides. Therefore, they are not displayed in the Health System's consolidated statements of operations and changes in net assets.

Hospitals are paid amounts negotiated with insurance companies or set by government entities, which are typically less than established or standard charges. Gross charges are used to calculate Medicare outlier payments and to determine certain elements of payment under managed care

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

contracts. Gross charges are what hospitals charge all patients prior to the application of contractual adjustments and implicit price concessions.

**Explicit Pricing Concessions**

Revenues for the Health System under the traditional fee-for service Medicare and Medicaid programs are based on prospectively determined rates per discharge or visit, reasonable (allowable) cost, or prospective rates per episodic period, depending on the type of provider.

- Inpatient acute care services provided to Medicare program beneficiaries are paid using the prospective payment system ("PPS") to determine rates-per-discharge. These rates vary according to a patient classification system ("DRG"), based on diagnostic, clinical and other factors. In addition, inpatient capital costs (depreciation and interest) are reimbursed by Medicare on the basis of a prospectively determined rate per discharge. Medicare outpatient services are paid on a prospective payment system, based on a pre-determined amount for each outpatient procedure (APC), subject to various mandated modifications. Retrospectively determined cost-based revenues under these programs, such as indirect medical education, direct graduate medical education, disproportionate share hospital, transplant services, and bad debt reimbursement are based on the hospital's cost reports and are estimated using historical trends and current factors. The Health System's payments for inpatient services rendered to New Hampshire ("NH") and Vermont ("VT") Medicaid beneficiaries are based on PPS, while outpatient services are reimbursed on a retrospective cost basis or fee schedules for NH beneficiaries. VT outpatient beneficiaries are paid on a prospective basis per outpatient procedure.
- Inpatient acute, swing, and outpatient services furnished by critical access hospitals ("CAH") are reimbursed by Medicare at 101% of reasonable costs, subject to 2% sequestration, excluding ambulance services and inpatient hospice care.
- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Hospice services to patients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate.
- The Health System's cost based services to Medicare and Medicaid are reimbursed during the year based on varying interim payment methodologies. Final settlement is determined after the submission of an annual cost report and subject to audit of this report by Medicare and Medicaid auditors, as well as administrative and judicial review. Because the laws, regulations, and rule interpretations, governing Medicare and Medicaid reimbursement are complex and change frequently, the estimates recorded could change over time by material amounts.
- Revenues under Managed Care Plans (Plans) consist primarily of payment terms involving mutually agreed upon rates per diagnosis, discounted fee-for service rates, or similar contractual arrangements. These revenues are also subject to review and possible audit. The Plans are billed for patient services on an individual patient basis. An individual patient's bill is subject to adjustments in accordance with contractual terms in place with the Plans following their review and adjudication of each bill.

## Dartmouth-Hitchcock Health and Subsidiaries

### Consolidated Notes to Financial Statements

#### June 30, 2019 and 2018

---

The Health System is not aware of any claims, disputes, or unsettled matters with any payer that would materially affect its revenues for which it has not adequately provided in the accompanying Health System's consolidated financial statements.

The Health System provides charity care to patients who are unable to pay for healthcare services they receive as determined by financial conditions. Patients who qualify receive partial or full adjustments to charges for services rendered. The Health System's policy is to treat amounts qualified as charity care as explicit price concessions and as such are not reported in net patient service revenue.

During fiscal year 2016, Vermont state legislation passed changes to the tax base for home health providers from 19.30% of core home health care services (primarily Medicaid services) with a cap of 6% of net patient service revenue to 3.63% of net patient revenue for fiscal year 2017 and fiscal year 2018. Home health provider tax paid, which is included in other operating expenses, was \$628,000 and \$737,000 in 2019 and 2018, respectively.

On June 30, 2014, the NH Governor signed into law a bi-partisan legislation reflecting an agreement between the State of NH and 25 NH hospitals on the Medicaid Enhancement Tax (MET) Senate Bill 369. As part of the agreement, the parties have agreed to resolve all pending litigation related to MET and Medicaid Rates, including the Catholic Medical Center Litigation, the Northeast Rehabilitation Litigation, 2014 DRA Refund Requests, and the State Rate Litigation. As part of the MET Agreement Effective July 1, 2014, a "Trust / Lock Box" dedicated funding mechanism will be established for receipt and distribution of all MET proceeds with all monies used exclusively to support Medicaid services.

On May 22, 2018, the State of New Hampshire and all New Hampshire hospitals (NH Hospitals) signed a new settlement agreement and multi-year plan for Disproportionate Share Hospital (DSH) payments, with provisions to create alternative payments should there be federal changes to the DSH program by the United States Congress. The agreement may change or limit federal matching funds for MET when used to support DSH payments to hospitals and the Medicaid program, or change the definition of Uncompensated Care (UCC) for purposes of calculating DSH or other allowable uncompensated care payments. The term of the agreement is through state fiscal year (SFY) 2024. Under the agreement, the NH Hospitals forgo approximately \$28,000,000 of DSH payment for SFY 2018 and 2019, in consideration of the State agreeing to form a pool of funds to make directed payments or otherwise increase rates to hospitals for SFY 2020 through 2024. The Federal share of payments to NH Hospitals are contingent upon the receipt of matching funds from Centers for Medicare & Medicaid Services (CMS) in the covered years. In the event that, due to changes in federal law, the State is unable to make payments in a way that ensures the federal matching funds are available, the Parties will meet and confer to negotiate in good faith an appropriate amendment to this agreement consistent with the intent of this agreement. The State is required to maintain the UCC Dedicated Fund pursuant to earlier agreements. The agreement prioritizes payments of funds to critical access hospitals at 75% of allowable UCC, the remainder thereafter is distributed to other NH Hospitals in proportion to their allowable uncompensated care amounts. During the term of this agreement, the NH Hospitals are barred from bringing a new claim in federal or state court or at Department of Revenue Administration (DRA) related to the constitutionality of MET.

During the years ended June 30, 2019 and 2018, the Health System received DSH payments of approximately, \$69,179,000 and \$66,383,000 respectively. DSH payments are subject to audit pursuant to the agreement with the state and therefore, for the years ended June 30, 2019 and

## **Dartmouth-Hitchcock Health and Subsidiaries**

### **Consolidated Notes to Financial Statements**

#### **June 30, 2019 and 2018**

---

2018, the Health System recognized as revenue DSH receipts of approximately \$64,864,000 and approximately \$54,469,000, respectively.

During the years ended June 30, 2019 and 2018, the Health System recorded State of NH Medicaid Enhancement Tax ("MET") and State of VT Provider tax of \$70,061,000 and \$67,692,000, respectively. The taxes are calculated at 5.5% for NH and 6% for VT of certain net patient service revenues in accordance with instructions received from the States. The Provider taxes are included in operating expenses in the consolidated statements of operations and changes in net assets.

#### **Implicit Price Concessions**

Generally, patients who are covered by third-party payer contracts are responsible for related co-pays, co-insurance and deductibles, which vary depending on the contractual obligations of patients. The Health System also provides services to uninsured patients and offers those patients a discount from standard charges. The Health System estimates the transaction price for patients with co-pays, co-insurance, and deductibles and for those who are uninsured based on historical collection experience and current market conditions. The discount offered to uninsured patients reduces the transaction price at the time of billing. The uninsured and patient responsible accounts, net of discounts recorded, are further reduced through implicit price concessions based on historical collection trends for similar accounts and other known factors that impact the estimation process. Subsequent changes to the estimate of transaction price are generally recorded as adjustments to net patient service revenue in the period of change.

The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amounts the Health System expects to collect based on collection history with similar patients. Although outcomes vary, the Health System's policy is to attempt to collect amounts due from patients, including co-pays, co-insurance and deductibles due from insurance at the time of service while complying with all federal and state statutes and regulations, including but not limited to, the Emergency Medical Treatment and Active Labor Act (EMTALA). Through various systems and processes the Health System estimates Medicare and Medicaid net patient service revenue and cost report settlements and accrues final expected settlements. For filed cost reports, the accrual is recorded based on those filings, subsequent activity, and on historical trends and other relevant evidence. For periods in which a cost report is yet to be filed, accruals are based on estimates of what is expected to be reported, and any trends and relevant evidence. Cost reports generally must be filed within five months of the closing period.

Settlements with third-party payers for retroactive revenue adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care using the most likely amount. These settlements are estimated based on the terms of the payment agreement with the payer, correspondence from the payer and historical settlement activity, including assessments to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews or investigations. As of June 30, 2019 and 2018, the Health System had \$52,470,000 and \$52,041,000, respectively, reserved for estimated third-party settlements.

For the years ended June 30, 2019 and 2018, additional increases (decreases) in revenue of \$1,800,000 and (\$5,604,000), respectively, was recognized due to changes in its prior years related to estimated third-party settlements.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

Net operating revenues for the hospital operations of the PPS and CAH, and other business segments consist primarily of patient service revenues, principally for patients covered by Medicare, Medicaid, managed care and other health plans as well as patients covered under the Health System's uninsured discount and charity care programs.

The table below shows the Health System's sources of net operating revenues presented at the net transaction price for the years ended June 30, 2019 and 2018.

<i>(in thousands of dollars)</i>	<b>2019</b>		
	<b>PPS</b>	<b>CAH</b>	<b>Total</b>
<b>Hospital</b>			
Medicare	\$ 456,197	\$ 72,193	\$ 528,390
Medicaid	134,727	12,794	147,521
Commercial	746,647	64,981	811,628
Self Pay	8,811	2,313	11,124
Subtotal	<u>1,346,382</u>	<u>152,281</u>	<u>1,498,663</u>
<b>Professional</b>			
Professional	454,425	23,707	478,132
VNH			22,528
Other Revenue			285,715
Total operating revenue and other support	<u>\$ 1,800,807</u>	<u>\$ 175,988</u>	<u>\$ 2,285,038</u>
<i>(in thousands of dollars)</i>	<b>2018</b>		
	<b>PPS</b>	<b>CAH</b>	<b>Total</b>
<b>Hospital</b>			
Medicare	\$ 432,251	\$ 76,522	\$ 508,773
Medicaid	117,019	10,017	127,036
Commercial	677,162	65,916	743,078
Self Pay	10,687	2,127	12,814
Subtotal	<u>1,237,119</u>	<u>154,582</u>	<u>1,391,701</u>
<b>Professional</b>			
Professional	412,605	24,703	437,308
VNH			22,719
Other Revenue			203,915
Total operating revenue and other support	<u>\$ 1,649,724</u>	<u>\$ 179,285</u>	<u>\$ 2,055,643</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

**Accounts Receivable**

The principal components of patient accounts receivable as of June 30, 2019 and 2018 are as follows:

	2019	2018
<i>(in thousands of dollars)</i>		
Patient accounts receivable	\$ 221,125	\$ 351,456
Less: Allowance for doubtful accounts	-	(132,228)
Patient accounts receivable	<u>\$ 221,125</u>	<u>\$ 219,228</u>

The following table categorizes payors into four groups based on their respective percentages of gross patient accounts receivable as of June 30, 2019 and 2018:

	2019	2018
Medicare	34%	34%
Medicaid	12%	14%
Commercial	41%	40%
Self Pay	13%	12%
Patient accounts receivable	<u>100%</u>	<u>100%</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

**5. Investments**

The composition of investments at June 30, 2019 and 2018 is set forth in the following table:

<i>(in thousands of dollars)</i>	2019	2018
<b>Assets limited as to use</b>		
Internally designated by board		
Cash and short-term investments	\$ 21,890	\$ 8,558
U.S. government securities	91,492	50,484
Domestic corporate debt securities	196,132	109,240
Global debt securities	83,580	110,944
Domestic equities	167,384	142,796
International equities	128,909	106,668
Emerging markets equities	23,086	23,562
Real Estate Investment Trust	213	816
Private equity funds	64,563	50,415
Hedge funds	32,287	32,831
	<u>809,536</u>	<u>636,314</u>
<b>Investments held by captive insurance companies (Note 12)</b>		
U.S. government securities	23,241	30,581
Domestic corporate debt securities	11,378	16,764
Global debt securities	10,080	4,513
Domestic equities	14,617	8,109
International equities	6,766	7,971
	<u>66,082</u>	<u>67,938</u>
<b>Held by trustee under indenture agreement (Note 10)</b>		
Cash and short-term investments	631	1,872
Total assets limited as to use	<u>876,249</u>	<u>706,124</u>
<b>Other investments for restricted activities</b>		
Cash and short-term investments	6,113	4,952
U.S. government securities	32,479	28,220
Domestic corporate debt securities	29,089	29,031
Global debt securities	11,263	14,641
Domestic equities	20,981	20,509
International equities	15,531	17,521
Emerging markets equities	2,578	2,155
Real Estate Investment Trust	-	954
Private equity funds	7,638	4,878
Hedge funds	8,414	8,004
Other	33	31
Total other investments for restricted activities	<u>134,119</u>	<u>130,896</u>
Total investments	<u>\$ 1,010,368</u>	<u>\$ 837,020</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

Investments are accounted for using either the fair value method or equity method of accounting, as appropriate on a case by case basis. The fair value method is used for all debt securities and equity securities that are traded on active markets and are valued at prices that are readily available in those markets. The equity method is used when investments are made in pooled/commingled investment funds that represent investments where shares or units are owned of pooled funds rather than the underlying securities in that fund. These pooled/commingled funds make underlying investments in securities from the asset classes listed above. All investments, whether the fair value or equity method of accounting is used, are reported at what the Health System believes to be the amount that the Health System would expect to receive if it liquidated its investments at the balance sheets date on a non-distressed basis.

The following tables summarize the investments by the accounting method utilized, as of June 30, 2019 and 2018. Accounting standards require disclosure of additional information for those securities accounted for using the fair value method, as shown in Note 7.

<i>(in thousands of dollars)</i>	2019		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 28,634	\$ -	\$ 28,634
U.S. government securities	147,212	-	147,212
Domestic corporate debt securities	164,996	71,603	236,599
Global debt securities	55,520	49,403	104,923
Domestic equities	178,720	24,262	202,982
International equities	76,328	74,878	151,206
Emerging markets equities	1,295	24,369	25,664
Real Estate Investment Trust	213	-	213
Private equity funds	-	72,201	72,201
Hedge funds	-	40,701	40,701
Other	33	-	33
	<u>\$ 652,951</u>	<u>\$ 357,417</u>	<u>\$ 1,010,368</u>

<i>(in thousands of dollars)</i>	2018		
	Fair Value	Equity	Total
Cash and short-term investments	\$ 15,382	\$ -	\$ 15,382
U.S. government securities	109,285	-	109,285
Domestic corporate debt securities	95,481	59,554	155,035
Global debt securities	49,104	80,994	130,098
Domestic equities	157,011	14,403	171,414
International equities	60,002	72,158	132,160
Emerging markets equities	1,296	24,421	25,717
Real Estate Investment Trust	222	1,548	1,770
Private equity funds	-	55,293	55,293
Hedge funds	-	40,835	40,835
Other	31	-	31
	<u>\$ 487,814</u>	<u>\$ 349,206</u>	<u>\$ 837,020</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

Investment income is comprised of the following for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
<b>Net assets without donor restrictions</b>		
Interest and dividend income, net	\$ 11,333	\$ 12,324
Net realized gains on sales of securities	17,419	24,411
Change in net unrealized gains on investments	12,283	4,612
	<u>41,035</u>	<u>41,347</u>
<b>Net assets with donor restrictions</b>		
Interest and dividend income, net	987	1,526
Net realized gains on sales of securities	2,603	1,438
Change in net unrealized gains on investments	(908)	1,390
	<u>2,682</u>	<u>4,354</u>
	<u>\$ 43,717</u>	<u>\$ 45,701</u>

For the years ended June 30, 2019 and 2018 investment income is reflected in the accompanying consolidated statements of operations and changes in net assets as operating revenue of approximately \$983,000 and \$960,000 and as non-operating gains of approximately \$40,052,000 and \$40,387,000, respectively.

Private equity limited partnership shares are not eligible for redemption from the fund or general partner, but can be sold to third party buyers in private transactions that typically can be completed in approximately 90 days. It is the intent of the Health System to hold these investments until the fund has fully distributed all proceeds to the limited partners and the term of the partnership agreement expires. Under the terms of these agreements, the Health System has committed to contribute a specified level of capital over a defined period of time. Through June 30, 2019 and 2018, the Health System has committed to contribute approximately \$164,319,000 and \$137,219,000 to such funds, of which the Health System has contributed approximately \$109,584,000 and \$91,942,000 and has outstanding commitments of \$54,735,000 and \$45,277,000, respectively.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

**6. Property, Plant, and Equipment**

Property, plant, and equipment are summarized as follows at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Land	\$ 38,232	\$ 38,058
Land improvements	42,607	42,295
Buildings and improvements	898,050	876,537
Equipment	888,138	818,902
Equipment under capital leases	15,809	20,966
	<u>1,882,836</u>	<u>1,796,758</u>
Less: Accumulated depreciation and amortization	<u>1,276,746</u>	<u>1,200,549</u>
Total depreciable assets, net	606,090	596,209
Construction in progress	<u>15,166</u>	<u>11,112</u>
	<u>\$ 621,256</u>	<u>\$ 607,321</u>

As of June 30, 2019, construction in progress primarily consists of an addition to the ambulatory surgical center located in Manchester, NH as well as renovations taking place at the various pharmacy locations to bring their facilities compliant with Regulation USP800. The estimated cost to complete the ambulatory surgical center at June 30, 2019 is approximately \$59,000,000 over the next two fiscal years while the pharmacy renovation is estimated to cost approximately \$6,300,000 over the next fiscal year.

The construction in progress reported as of June 30, 2018 for the building renovations taking place at the birthing pavilion in Lebanon, NH was completed during the first quarter of fiscal year 2019 and the information systems PeopleSoft project for Alice Peck Day Memorial Hospital and Cheshire was completed in the fourth quarter of fiscal year 2019.

Depreciation and amortization expense included in operating and non-operating activities was approximately \$88,496,000 and \$84,729,000 for 2019 and 2018, respectively.

**7. Fair Value Measurements**

The following is a description of the valuation methodologies for assets and liabilities measured at fair value on a recurring basis:

**Cash and Short-Term Investments**

Consists of money market funds and are valued at net asset value (NAV) reported by the financial institution.

**Domestic, Emerging Markets and International Equities**

Consists of actively traded equity securities and mutual funds which are valued at the closing price reported on an active market on which the individual securities are traded (Level 1 measurements).

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

**U.S. Government Securities, Domestic Corporate and Global Debt Securities**

Consists of U.S. government securities, domestic corporate and global debt securities, mutual funds and pooled/commingled funds that invest in U.S. government securities, domestic corporate and global debt securities. Securities are valued based on quoted market prices or dealer quotes where available (Level 1 measurement). If quoted market prices are not available, fair values are based on quoted market prices of comparable instruments or, if necessary, matrix pricing from a third party pricing vendor to determine fair value (Level 2 measurements). Matrix prices are based on quoted prices for securities with similar coupons, ratings and maturities, rather than on specific bids and offers for a designated security. Investments in mutual funds are measured based on the quoted NAV as of the close of business in the respective active market (Level 1 measurements).

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Health System believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The following tables set forth the consolidated financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2019 and 2018:

(in thousands of dollars)	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 28,634	\$ -	\$ -	\$ 28,634	Daily	1
U.S. government securities	147,212	-	-	147,212	Daily	1
Domestic corporate debt securities	34,723	130,273	-	164,996	Daily-Monthly	1-15
Global debt securities	28,412	27,108	-	55,520	Daily-Monthly	1-15
Domestic equities	171,318	7,402	-	178,720	Daily-Monthly	1-10
International equities	76,295	33	-	76,328	Daily-Monthly	1-11
Emerging market equities	1,295	-	-	1,295	Daily-Monthly	1-7
Real estate investment trust	213	-	-	213	Daily-Monthly	1-7
Other	-	33	-	33	Not applicable	Not applicable
<b>Total investments</b>	<b>488,102</b>	<b>164,849</b>	<b>-</b>	<b>652,951</b>		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,952	-	-	2,952		
U.S. government securities	45	-	-	45		
Domestic corporate debt securities	4,932	-	-	4,932		
Global debt securities	1,300	-	-	1,300		
Domestic equities	22,403	-	-	22,403		
International equities	3,576	-	-	3,576		
Emerging market equities	27	-	-	27		
Real estate	11	-	-	11		
Multi strategy fund	48,941	-	-	48,941		
Guaranteed contract	-	-	89	89		
<b>Total deferred compensation plan assets</b>	<b>84,187</b>	<b>-</b>	<b>89</b>	<b>84,276</b>	<b>Not applicable</b>	<b>Not applicable</b>
Beneficial interest in trusts	-	-	9,301	9,301	Not applicable	Not applicable
<b>Total assets</b>	<b>\$ 572,289</b>	<b>\$ 164,849</b>	<b>\$ 9,390</b>	<b>\$ 746,528</b>		

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

(in thousands of dollars)	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Assets</b>						
<b>Investments</b>						
Cash and short term investments	\$ 15,382	\$ -	\$ -	\$ 15,382	Daily	1
U.S. government securities	109,285	-	-	109,285	Daily	1
Domestic corporate debt securities	41,488	53,993	-	95,481	Daily-Monthly	1-15
Global debt securities	32,874	16,230	-	49,104	Daily-Monthly	1-15
Domestic equities	157,011	-	-	157,011	Daily-Monthly	1-10
International equities	59,924	78	-	60,002	Daily-Monthly	1-11
Emerging market equities	1,296	-	-	1,296	Daily-Monthly	1-7
Real estate investment trust	222	-	-	222	Daily-Monthly	1-7
Other	-	31	-	31	Not applicable	Not applicable
<b>Total investments</b>	<b>417,482</b>	<b>70,332</b>	<b>-</b>	<b>487,814</b>		
<b>Deferred compensation plan assets</b>						
Cash and short-term investments	2,637	-	-	2,637		
U.S. government securities	38	-	-	38		
Domestic corporate debt securities	3,749	-	-	3,749		
Global debt securities	1,089	-	-	1,089		
Domestic equities	18,470	-	-	18,470		
International equities	3,584	-	-	3,584		
Emerging market equities	28	-	-	28		
Real estate	9	-	-	9		
Multi strategy fund	46,680	-	-	46,680		
Guaranteed contract	-	-	86	86		
<b>Total deferred compensation plan assets</b>	<b>76,284</b>	<b>-</b>	<b>86</b>	<b>76,370</b>	Not applicable	Not applicable
<b>Beneficial interest in trusts</b>	<b>-</b>	<b>-</b>	<b>9,374</b>	<b>9,374</b>	Not applicable	Not applicable
<b>Total assets</b>	<b>\$ 493,766</b>	<b>\$ 70,332</b>	<b>\$ 9,460</b>	<b>\$ 573,558</b>		

The following table is a rollforward of financial instruments classified by the Health System within Level 3 of the fair value hierarchy defined above.

(in thousands of dollars)	2019		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
<b>Balances at beginning of year</b>	\$ 9,374	\$ 86	\$ 9,460
<b>Net unrealized gains (losses)</b>	(73)	3	(70)
<b>Balances at end of year</b>	<b>\$ 9,301</b>	<b>\$ 89</b>	<b>\$ 9,390</b>

(in thousands of dollars)	2018		
	Beneficial Interest in Perpetual Trust	Guaranteed Contract	Total
<b>Balances at beginning of year</b>	\$ 9,244	\$ 83	\$ 9,327
<b>Net unrealized gains</b>	130	3	133
<b>Balances at end of year</b>	<b>\$ 9,374</b>	<b>\$ 86</b>	<b>\$ 9,460</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

**8. Net Assets with Donor Restrictions**

Net assets with donor restrictions are available for the following purposes at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Healthcare services	\$ 20,140	\$ 19,570
Research	26,496	24,732
Purchase of equipment	3,273	3,068
Charity care	12,494	13,667
Health education	19,833	18,429
Other	3,841	2,973
Investments held in perpetuity	56,383	55,394
	<u>\$ 142,460</u>	<u>\$ 137,833</u>

Income earned on donor restricted net assets held in perpetuity is available for these purposes.

**9. Board Designated and Endowment Funds**

Net assets include numerous funds established for a variety of purposes including both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees has interpreted the NH and VT Uniform Prudent Management of Institutional Funds Acts (UPMIFA or Act) for donor-restricted endowment funds as requiring the preservation of the original value of gifts, as of the gift date, to donor-restricted endowment funds, absent explicit donor stipulations to the contrary. The Health System's net assets with donor restrictions which are to be held in perpetuity consist of (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to be held in perpetuity, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund, if any. Collectively these amounts are referred to as the historic dollar value of the fund.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

Net assets without donor restrictions include funds designated by the Board of Trustees to function as endowments and the income from certain donor-restricted endowment funds, and any accumulated investment return thereon, which pursuant to donor intent may be expended based on trustee or management designation. Net assets with donor restrictions that are temporary in nature, either restricted by time or purpose, include funds appropriated for expenditure pursuant to endowment and investment spending policies, certain expendable endowment gifts from donors, and any retained income and appreciation on donor-restricted endowment funds, which are restricted by the donor to a specific purpose or by law. When the restrictions on these funds have been met, the funds are reclassified to net assets without donor restrictions.

In accordance with the Act, the Health System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: the duration and preservation of the fund; the purposes of the donor-restricted endowment fund; general economic conditions; the possible effect of inflation and deflation; the expected total return from income and the appreciation of investments; other resources available; and investment policies.

The Health System has endowment investment and spending policies that attempt to provide a predictable stream of funding for programs supported by its endowment while ensuring that the purchasing power does not decline over time. The Health System targets a diversified asset allocation that places emphasis on investments in domestic and international equities, fixed income, private equity, and hedge fund strategies to achieve its long-term return objectives within prudent risk constraints. The Health System's Investment Committee reviews the policy portfolio asset allocations, exposures, and risk profile on an ongoing basis.

The Health System, as a policy, may appropriate for expenditure or accumulate so much of an endowment fund as the institution determines is prudent for the uses, benefits, purposes, and duration for which the endowment is established, subject to donor intent expressed in the gift instrument and the standard of prudence prescribed by the Act.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below their original contributed value. Such market losses were not material as of June 30, 2019 and 2018.

Endowment net asset composition by type of fund consists of the following at June 30, 2019 and 2018:

	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
<i>(in thousands of dollars)</i>			
Donor-restricted endowment funds	\$ -	\$ 78,268	\$ 78,268
Board-designated endowment funds	31,421	-	31,421
Total endowed net assets	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 78,197	\$ 78,197
Board-designated endowment funds	29,506	-	29,506
Total endowed net assets	<u>\$ 29,506</u>	<u>\$ 78,197</u>	<u>\$ 107,703</u>

Changes in endowment net assets for the years ended June 30, 2019 and 2018 are as follows:

<i>(in thousands of dollars)</i>	2019		
	Without Donor Restrictions	With Donor Restrictions	Total
<b>Balances at beginning of year</b>	\$ 29,506	\$ 78,197	\$ 107,703
Net investment return	1,184	2,491	3,675
Contributions	804	1,222	2,026
Transfers	(73)	(1,287)	(1,360)
Release of appropriated funds	-	(2,355)	(2,355)
<b>Balances at end of year</b>	<u>\$ 31,421</u>	<u>\$ 78,268</u>	<u>\$ 109,689</u>

<i>(in thousands of dollars)</i>	2018		
	Without Donor Restrictions	With Donor Restrictions	Total
<b>Balances at beginning of year</b>	\$ 26,389	\$ 75,457	\$ 101,846
Net investment return	3,112	4,246	7,358
Contributions	-	1,121	1,121
Transfers	5	(35)	(30)
Release of appropriated funds	-	(2,592)	(2,592)
<b>Balances at end of year</b>	<u>\$ 29,506</u>	<u>\$ 78,197</u>	<u>\$ 107,703</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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**10. Long-Term Debt**

A summary of long-term debt at June 30, 2019 and 2018 is as follows:

<i>(in thousands of dollars)</i>	<b>2019</b>	<b>2018</b>
<b>Variable rate issues</b>		
New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds		
Series 2018A, principal maturing in varying annual amounts, through August 2037 (1)	\$ 83,355	\$ 83,355
<b>Fixed rate issues</b>		
New Hampshire Health and Education Facilities Authority Revenue Bonds		
Series 2018B, principal maturing in varying annual amounts, through August 2048 (1)	303,102	303,102
Series 2017A, principal maturing in varying annual amounts, through August 2040 (2)	122,435	122,435
Series 2017B, principal maturing in varying annual amounts, through August 2031 (2)	109,800	109,800
Series 2014A, principal maturing in varying annual amounts, through August 2022 (3)	26,960	26,960
Series 2018C, principal maturing in varying annual amounts, through August 2030 (4)	25,865	-
Series 2012, principal maturing in varying annual amounts, through July 2039 (5)	25,145	25,955
Series 2014B, principal maturing in varying annual amounts, through August 2033 (3)	14,530	14,530
Series 2016B, principal maturing in varying annual amounts, through August 2045 (6)	10,970	10,970
Total variable and fixed rate debt	<u>\$ 722,162</u>	<u>\$ 697,107</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

A summary of long-term debt at June 30, 2019 and 2018 is as follows (continued):

<i>(in thousands of dollars)</i>	2019	2018
<b>Other</b>		
Series 2010, principal maturing in varying annual amounts, through August 2040 (7)*	\$ -	\$ 15,498
Note payable to a financial institution payable in interest free monthly installments through July 2015; collateralized by associated equipment*	445	646
Note payable to a financial institution with entire principal due June 2029 that is collateralized by land and building. The note payable is interest free*	323	380
Mortgage note payable to the US Dept of Agriculture; monthly payments of \$10,892 include interest of 2.375% through November 2046*	2,629	2,697
Obligations under capital leases	17,526	18,965
Total other debt	20,923	38,186
Total variable and fixed rate debt	722,162	697,107
Total long-term debt	743,085	735,293
Less: Original issue discounts and premiums, net	(25,542)	(26,862)
Bond issuance costs, net	5,533	5,716
Current portion	10,914	3,464
	<u>\$ 752,180</u>	<u>\$ 752,975</u>

\*Represents nonobligated group bonds

Aggregate annual principal payments required under revenue bond agreements and capital lease obligations for the next five years ending June 30 and thereafter are as follows:

<i>(in thousands of dollars)</i>	2019
2020	\$ 10,914
2021	10,693
2022	10,843
2023	7,980
2024	3,016
Thereafter	699,639
	<u>\$ 743,085</u>

**Dartmouth-Hitchcock Obligated Group (DHOG) Bonds**

MHMH established the DHOG in 1993 for the original purpose of issuing bonds financed through NHHEFA or the "Authority". The members of the obligated group consist of D-HH, MHMH, DHC, Cheshire, NLH, MAHHC, and, effective August 15, 2018, APD. D-HH is designated as the obligated group agent.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

Revenue Bonds issued by members of the DHOG are administered through notes registered in the name of the Bond Trustee and in accordance with the terms of a Master Trust Indenture. The Master Trust Indenture contains provisions permitting the addition, withdrawal, or consolidation of members of the DHOG under certain conditions. The notes constitute a joint and several obligation of the members of the DHOG (and any other future members of the DHOG) and are equally and ratably collateralized by a pledge of the members' gross receipts. The DHOG is also subject to certain annual covenants under the Master Trust Indenture, the most restrictive is the Annual Debt Service Coverage Ratio (1.10x).

**(1) Series 2018A and Series 2018B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018A and Series 2018B in February 2018. The Series 2018A Revenue Bonds were primarily used to refund a portion of Series 2015A and Series 2016A. The Series 2018B were primarily used to refund a portion of Series 2015A and Series 2016A, Revolving Line of Credit, Series 2012 Bank Loan and the Series 2015A and Series 2016A Swap terminations. A loss on the extinguishment of debt of approximately \$578,000 was recognized in non-operating gains (losses) on the statement of operations and changes in net assets, as a result of the refinancing. The interest on the Series 2018A Revenue Bonds is variable with a current interest rate of 5.00% and matures in variable amounts through 2037. The interest on the Series 2018B Revenue Bonds is fixed with an interest rate of 4.18% and matures in variable amounts through 2048.

**(2) Series 2017A and Series 2017B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2017A and Series 2017B in December, 2017. The Series 2017A Revenue Bonds were primarily used to refund Series 2009 and Series 2010 and the Series 2017B Revenue Bonds were used to refund Series 2012A and Series 2012B. The interest on the Series 2017A Revenue Bonds is fixed with an interest rate of 5.00% and matures in variable amounts through 2040. The interest on the Series 2017B Revenue Bonds is fixed with an interest rate of 2.54% and matures in variable amounts through 2031.

**(3) Series 2014A and Series 2014B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2014A and Series 2014B in August 2014. The proceeds from the Series 2014A and 2014B Revenue Bonds were used to partially refund the Series 2009 Revenue Bonds and to cover cost of issuance. Interest on the 2014A Revenue Bonds is fixed with an interest rate of 2.63% and matures at various dates through 2022. Interest on the Series 2014B Revenue Bonds is fixed with an interest rate of 4.00% and matures at various dates through 2033.

**(4) Series 2018C Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2018C in August, 2018. The Series 2018C Revenue Bonds were used primarily to refinance the Series 2010 Revenue Bonds. The interest on the series 2018C Revenue Bonds is fixed with an interest rate of 3.22% and matures in variable amounts through 2030.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

**(5) Series 2012 Revenue Bonds**

The NHHEFA issued \$29,650,000 of tax-exempt Revenue Bonds, Series 2012. The proceeds of these bonds were used to refund 1998 and 2009 Series Bonds, to finance the settlement cost of the interest rate swap, and to finance the purchase of certain equipment and renovations. The bonds have fixed interest coupon rates ranging from 2.0% to 5.0% (a net interest cost of 3.96%), and matures in variable amounts through 2039.

**(6) Series 2016B Revenue Bonds**

The DHOG issued NHHEFA Revenue Bonds, Series 2016B in July 2016 through a private placement with a financial institution. The Series 2016B Revenue Bonds were used to finance 2016 projects. The Series 2016B is fixed with an interest rate of 1.78% and matures at various dates through 2045.

Outstanding joint and several indebtedness of the DHOG at June 30, 2019 and 2018 approximates \$722,162,000 and \$697,107,000, respectively.

**Non Obligated Group Bonds**

**(7) Series 2010 Revenue Bonds**

The Business Finance Authority (BFA) of the State of NH issued Revenue Bonds, Series 2010. Interest is based on an annual percentage rate equal to the sum of (a) 69% of the 1-Month LIBOR rate plus (b) 1.8975/5. The Health System redeemed these bonds in August 2018.

The Health System Indenture agreements require establishment and maintenance of debt service reserves and other trustee held funds. Trustee held funds of approximately \$631,000 and \$1,872,000 at June 30, 2019 and 2018, respectively, are classified as assets limited as to use in the accompanying consolidated balance sheets (Note 5). The debt service reserves are mainly comprised of escrowed funds held for future principal and interest payments.

For the years ended June 30, 2019 and 2018 interest expense on the Health System's long term debt is reflected in the accompanying consolidated statements of operations and changes in net assets as operating expense of approximately \$25,514,000 and \$18,822,000 and other non-operating losses of \$3,784,000 and \$2,793,000, respectively.

**Swap Agreements**

The Health System is subject to market risks such as changes in interest rates that arise from normal business operation. The Health System regularly assesses these risks and has established business strategies to provide natural offsets, supplemented by the use of derivative financial instruments to protect against the adverse effect of these and other market risks. The Health System has established clear policies, procedures, and internal controls governing the use of derivatives and does not use them for trading, investment, or other speculative purposes.

As of June 30, 2019 and 2018, there was no liability for interest rate swaps as all remaining swaps were terminated in February 2018. For the year ended June 30, 2018, the Health System recognized a non-operating loss due to swap termination of \$14,247,000 relating to the swap termination. The change in fair value during the year ended June 30, 2018 was a decrease of

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

\$4,897,000. For the year ended June 30, 2018 the Health System recognized a non-operating gain of \$145,000 resulting from hedge ineffectiveness and amortization of frozen swaps.

**11. Employee Benefits**

All eligible employees of the Health System are covered under various defined benefit and/or define contribution plans. In addition, certain members provide postretirement medical and life benefit plans to certain of its active and former employees who meet eligibility requirements. The postretirement medical and life plans are not funded.

All of the defined benefit plans within the Health System have been frozen and therefore there are no remaining participants earning benefits in any of the Health System's defined benefit plans.

The Health System continued to execute the settlement of obligations due to retirees in the defined benefit plans through bulk lump sum offerings or purchases of annuity contracts. The annuity purchases follow guidelines established by the Department of Labor (DOL). The Health System anticipates continued consideration and/or implementation of additional settlements over the next several years.

**Defined Benefit Plans**

Net periodic pension expense included in employee benefits in the consolidated statements of operations and changes in net assets is comprised of the components listed below for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
Service cost for benefits earned during the year	\$ 150	\$ 150
Interest cost on projected benefit obligation	47,814	47,190
Expected return on plan assets	(65,270)	(64,561)
Net loss amortization	10,357	10,593
Total net periodic pension expense	<u>\$ (6,949)</u>	<u>\$ (6,628)</u>

The following assumptions were used to determine net periodic pension expense as of June 30, 2019 and 2018:

	2019	2018
Discount rate	3.90 % – 4.60%	4.00 % – 4.30 %
Rate of increase in compensation	N/A	N/A
Expected long-term rate of return on plan assets	7.50%	7.50 % – 7.75 %

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

The following table sets forth the funded status and amounts recognized in the Health System's consolidated financial statements for the defined benefit pension plans at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 1,087,940	\$ 1,122,615
Service cost	150	150
Interest cost	47,814	47,190
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Actuarial (gain) loss	93,358	(34,293)
Settlements	(42,306)	-
Benefit obligation at end of year	<u>1,135,523</u>	<u>1,087,940</u>
<b>Change in plan assets</b>		
Fair value of plan assets at beginning of year	884,983	878,701
Actual return on plan assets	85,842	33,291
Benefits paid	(51,263)	(47,550)
Expenses paid	(170)	(172)
Employer contributions	20,631	20,713
Settlements	(42,306)	-
Fair value of plan assets at end of year	<u>897,717</u>	<u>884,983</u>
Funded status of the plans	(237,806)	(202,957)
Less: Current portion of liability for pension	(46)	(45)
Long term portion of liability for pension	<u>(237,760)</u>	<u>(202,912)</u>
Liability for pension	<u>\$ (237,806)</u>	<u>\$ (202,957)</u>

As of June 30, 2019 and 2018 the liability, for pension is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic pension expense and included in the change in net assets without donor restrictions include approximately \$478,394,000 and \$418,971,000 of net actuarial loss as of June 30, 2019 and 2018, respectively.

The estimated amounts to be amortized from net assets without donor restrictions into net periodic pension expense in fiscal year 2020 for net actuarial losses is \$12,032,000.

The accumulated benefit obligation for the defined benefit pension plans was approximately \$1,135,770,000 and \$1,087,991,000 at June 30, 2019 and 2018, respectively.

The following table sets forth the assumptions used to determine the benefit obligation at June 30, 2019 and 2018:

	2019	2018
Discount rate	4.20% - 4.50%	4.20% - 4.50%
Rate of increase in compensation	N/A	N/A

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

---

The primary investment objective for the Plan's assets is to support the Pension liabilities of the Pension Plans for Employees of the Health System, by providing long-term capital appreciation and by also using a Liability Driven Investing ("LDI") strategy to partially hedge the impact fluctuating interest rates have on the value of the Plan's liabilities. As of both June 30, 2019 and 2018, it is expected that the LDI strategy will hedge approximately 60% of the interest rate risk associated with pension liabilities. To achieve the appreciation and hedging objectives, the Plans utilize a diversified structure of asset classes designed to achieve stated performance objectives measured on a total return basis, which includes income plus realized and unrealized gains and losses.

The range of target allocation percentages and the target allocations for the various investments are as follows:

	Range of Target Allocations	Target Allocations
Cash and short-term investments	0-5%	3%
U.S. government securities	0-10	5
Domestic debt securities	20-58	38
Global debt securities	6-26	8
Domestic equities	5-35	19
International equities	5-15	11
Emerging market equities	3-13	5
Real estate investment trust funds	0-5	0
Private equity funds	0-5	0
Hedge funds	5-18	11

To the extent an asset class falls outside of its target range on a quarterly basis, the Health System shall determine appropriate steps, as it deems necessary, to rebalance the asset class.

The Boards of Trustees of the Health System, as Plan Sponsors, oversee the design, structure, and prudent professional management of the Health System's Plans' assets, in accordance with Board approved investment policies, roles, responsibilities and authorities and more specifically the following:

- Establishing and modifying asset class targets with Board approved policy ranges,
- Approving the asset class rebalancing procedures,
- Hiring and terminating investment managers, and
- Monitoring performance of the investment managers, custodians and investment consultants.

The hierarchy and inputs to valuation techniques to measure fair value of the Plans' assets are the same as outlined in Note 7. In addition, the estimation of fair value of investments in private equity and hedge funds for which the underlying securities do not have a readily determinable value is made using the NAV per share or its equivalent as a practical expedient. The Health System's Plans own interests in these funds rather than in securities underlying each fund and, therefore, are generally required to consider such investments as Level 2 or 3, even though the underlying securities may not be difficult to value or may be readily marketable.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

The following table sets forth the Health System's Plans' investments and deferred compensation plan assets that were accounted for at fair value as of June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 166	\$ 18,232	\$ -	\$ 18,398	Daily	1
U.S. government securities	48,580	-	-	48,580	Daily-Monthly	1-15
Domestic debt securities	122,178	273,424	-	395,602	Daily-Monthly	1-15
Global debt securities	428	75,146	-	75,574	Daily-Monthly	1-15
Domestic equities	159,259	18,316	-	177,575	Daily-Monthly	1-10
International equities	17,232	77,146	-	94,378	Daily-Monthly	1-11
Emerging market equities	321	39,902	-	40,223	Daily-Monthly	1-17
REIT funds	357	2,883	-	3,240	Daily-Monthly	1-17
Private equity funds	-	-	21	21	See Note 7	See Note 7
Hedge funds	-	-	44,126	44,126	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 348,521</b>	<b>\$ 505,049</b>	<b>\$ 44,147</b>	<b>\$ 897,717</b>		

<i>(in thousands of dollars)</i>	2018				Redemption or Liquidation	Days' Notice
	Level 1	Level 2	Level 3	Total		
<b>Investments</b>						
Cash and short-term investments	\$ 142	\$ 35,817	\$ -	\$ 35,959	Daily	1
U.S. government securities	46,265	-	-	46,265	Daily-Monthly	1-15
Domestic debt securities	144,131	220,202	-	364,333	Daily-Monthly	1-15
Global debt securities	470	74,676	-	75,146	Daily-Monthly	1-15
Domestic equities	158,634	17,594	-	176,228	Daily-Monthly	1-10
International equities	18,656	80,803	-	99,459	Daily-Monthly	1-11
Emerging market equities	382	39,881	-	40,263	Daily-Monthly	1-17
REIT funds	371	2,686	-	3,057	Daily-Monthly	1-17
Private equity funds	-	-	23	23	See Note 7	See Note 7
Hedge funds	-	-	44,250	44,250	Quarterly-Annual	60-96
<b>Total investments</b>	<b>\$ 369,051</b>	<b>\$ 471,659</b>	<b>\$ 44,273</b>	<b>\$ 884,983</b>		

The following table presents additional information about the changes in Level 3 assets measured at fair value for the years ended June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019		
	Hedge Funds	Private Equity Funds	Total
Balances at beginning of year	\$ 44,250	\$ 23	\$ 44,273
Net unrealized losses	(124)	(2)	(126)
<b>Balances at end of year</b>	<b>\$ 44,126</b>	<b>\$ 21</b>	<b>\$ 44,147</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

<i>(in thousands of dollars)</i>	2018		
	Hedge Funds	Private Equity Funds	Total
<b>Balances at beginning of year</b>	\$ 40,507	\$ 96	\$ 40,603
Sales	-	(51)	(51)
Net realized losses	-	(51)	(51)
Net unrealized gains	3,743	29	3,772
<b>Balances at end of year</b>	<b>\$ 44,250</b>	<b>\$ 23</b>	<b>\$ 44,273</b>

The total aggregate net unrealized gains (losses) included in the fair value of the Level 3 investments as of June 30, 2019 and 2018 were approximately \$14,617,000 and \$14,743,000, respectively. There were no transfers into and out of Level 3 measurements during the years ended June 30, 2019 and 2018.

There were no transfers into and out of Level 1 and 2 measurements due to changes in valuation methodologies during the years ended June 30, 2019 and 2018.

The weighted average asset allocation for the Health System's Plans at June 30, 2019 and 2018 by asset category is as follows:

	2019	2018
Cash and short-term investments	2 %	4 %
U.S. government securities	5	5
Domestic debt securities	44	41
Global debt securities	9	9
Domestic equities	20	20
International equities	11	11
Emerging market equities	4	5
Hedge funds	5	5
	<u>100 %</u>	<u>100 %</u>

The expected long-term rate of return on plan assets is reviewed annually, taking into consideration the asset allocation, historical returns on the types of assets held, and the current economic environment. Based on these factors, it is expected that the pension assets will earn an average of 7.50% per annum.

The Health System is expected to contribute approximately \$20,426,000 to the Plans in 2020 however actual contributions may vary from expected amounts.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the years ending June 30 and thereafter:

*(in thousands of dollars)*

2020	\$	50,743
2021		52,938
2022		55,199
2023		57,562
2024		59,843
2025 – 2028		326,737

**Defined Contribution Plans**

The Health System has an employer-sponsored 401(a) plan for certain of its members, under which the employer makes base, transition and discretionary match contributions based on specified percentages of compensation and employee deferral amounts. Total employer contributions to the plan of approximately \$40,537,000 and \$38,563,000 in 2019 and 2018, respectively, are included in employee benefits in the accompanying consolidated statements of operations and changes in net assets.

Various 403(b) and tax- sheltered annuity plans are available to employees of the Health System. Plan specifications vary by member and plan. No employer contributions were made to any of these plans in 2019 and 2018 respectively.

**Postretirement Medical and Life Benefits**

The Health System has postretirement medical and life benefit plans covering certain of its active and former employees. The plans generally provide medical or medical and life insurance benefits to certain retired employees who meet eligibility requirements. The plans are not funded.

Net periodic postretirement medical and life benefit (income) cost is comprised of the components listed below for the years ended June 30, 2019 and 2018:

*(in thousands of dollars)*

	2019	2018
Service cost	\$ 384	\$ 533
Interest cost	1,842	1,712
Net prior service income	(5,974)	(5,974)
Net loss amortization	10	10
	<u>\$ (3,738)</u>	<u>\$ (3,719)</u>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

The following table sets forth the accumulated postretirement medical and life benefit obligation and amounts recognized in the Health System's consolidated financial statements at June 30, 2019 and 2018:

<i>(in thousands of dollars)</i>	2019	2018
<b>Change in benefit obligation</b>		
Benefit obligation at beginning of year	\$ 42,581	\$ 42,277
Service cost	384	533
Interest cost	1,842	1,712
Benefits paid	(3,149)	(3,174)
Actuarial loss	5,013	1,233
	<u>46,671</u>	<u>42,581</u>
Benefit obligation at end of year	<u>46,671</u>	<u>42,581</u>
Funded status of the plans	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>
Current portion of liability for postretirement medical and life benefits	\$ (3,422)	\$ (3,266)
Long term portion of liability for postretirement medical and life benefits	<u>(43,249)</u>	<u>(39,315)</u>
Liability for postretirement medical and life benefits	<u>\$ (46,671)</u>	<u>\$ (42,581)</u>

As of June 30, 2019 and 2018, the liability for postretirement medical and life benefits is included in the liability for pension and other postretirement plan benefits in the accompanying consolidated balance sheets.

Amounts not yet reflected in net periodic postretirement medical and life benefit income and included in the change in net assets without donor restrictions are as follows:

<i>(in thousands of dollars)</i>	2019	2018
Net prior service income	\$ (9,556)	\$ (15,530)
Net actuarial loss	8,386	3,336
	<u>\$ (1,170)</u>	<u>\$ (12,194)</u>

The estimated amounts that will be amortized from net assets without donor restrictions into net periodic postretirement income in fiscal year 2020 for net prior service cost is \$5,974,000.

The following future benefit payments, which reflect expected future service, as appropriate, are expected to be paid for the year ending June 30, 2020 and thereafter:

<i>(in thousands of dollars)</i>	
2020	\$ 3,468
2021	3,436
2022	3,394
2023	3,802
2024	3,811
2025-2028	17,253

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

In determining the accumulated postretirement medical and life benefit obligation, the Health System used a discount rate of 3.70% in 2019 and an assumed healthcare cost trend rate of 6.50%, trending down to 5.00% in 2024 and thereafter. Increasing the assumed healthcare cost trend rates by one percentage point in each year would increase the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,601,000 and \$1,088,000 and the net periodic postretirement medical benefit cost for the years then ended by \$77,000 and \$81,000, respectively. Decreasing the assumed healthcare cost trend rates by one percentage point in each year would decrease the accumulated postretirement medical benefit obligation as of June 30, 2019 and 2018 by \$1,452,000 and \$996,000 and the net periodic postretirement medical benefit cost for the years then ended by \$71,000 and \$72,000, respectively.

**12. Professional and General Liability Insurance Coverage**

Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, along with Dartmouth College, Cheshire Medical Center, The New London Hospital Association, Mt. Ascutney Hospital and Health Center, and the Visiting Nurse and Hospice for VT and NH are provided professional and general liability insurance on a claims-made basis through Hamden Assurance Risk Retention Group, Inc. (RRG), a VT captive insurance company. Effective November 1, 2018 Alice Peck Day Memorial Hospital is provided professional and general liability insurance coverage through RRG. RRG reinsures the majority of this risk to Hamden Assurance Company Limited (HAC), a captive insurance company domiciled in Bermuda and to a variety of commercial reinsurers. Mary Hitchcock Memorial Hospital, Dartmouth-Hitchcock Clinic, and Dartmouth College have ownership interests in both HAC and RRG. The insurance program provides coverage to the covered institutions and named insureds on a modified claims-made basis which means coverage is triggered when claims are made. Premiums and related insurance deposits are actuarially determined based on asserted liability claims adjusted for future development. The reserves for outstanding losses are recorded on an undiscounted basis.

Selected financial data of HAC and RRG, taken from the latest available financial statements at June 30, 2019 and 2018, are summarized as follows:

	2019		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 75,867	\$ 2,201	\$ 78,068
Shareholders' equity	13,620	50	13,670
	2018		
	HAC	RRG	Total
<i>(in thousands of dollars)</i>			
Assets	\$ 72,753	\$ 2,068	\$ 74,821
Shareholders' equity	13,620	50	13,670

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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**13. Commitments and Contingencies**

**Litigation**

The Health System is involved in various malpractice claims and legal proceedings of a nature considered normal to its business. The claims are in various stages and some may ultimately be brought to trial. While it is not feasible to predict or determine the outcome of any of these claims, it is the opinion of management that the final outcome of these claims will not have a material effect on the consolidated financial position of the Health System.

**Operating Leases and Other Commitments**

The Health System leases certain facilities and equipment under operating leases with varying expiration dates. The Health System's rental expense totaled approximately \$12,707,000 and \$14,096,000 for the years ended June 30, 2019 and 2018, respectively.

Minimum future lease payments under noncancelable operating leases at June 30, 2019 were as follows:

*(in thousands of dollars)*

2020	\$ 11,342
2021	10,469
2022	7,488
2023	6,303
2024	4,127
Thereafter	5,752
	<u>\$ 45,481</u>

**Lines of Credit**

The Health System has entered into Loan Agreements with financial institutions establishing access to revolving loans ranging from \$2,000,000 up to \$30,000,000. Interest is variable and determined using LIBOR or the Wall Street Journal Prime Rate. The Loan Agreements are due to expire March 27, 2020. There was no outstanding balance under the lines of credit as of June 30, 2019 and 2018. Interest expense was approximately \$95,000 and \$232,000, respectively, and is included in the consolidated statements of operations and changes in net assets.

**14. Functional Expenses**

Operating expenses are presented by functional classification in accordance with the overall service missions of the Health System. Each functional classification displays all expenses related to the underlying operations by natural classification. Salaries, employee benefits, medical supplies and medications, and purchased services and other expenses are generally considered variable and are allocated to the mission that best aligns to the type of service provided. Medicaid enhancement tax is allocated to program services. Interest expense is allocated based on usage of debt-financed space. Depreciation and amortization is allocated based on square footage and specific identification of equipment used by department.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

Operating expenses of the Health System by functional and natural basis are as follows for the year ended June 30, 2019:

<i>(in thousands of dollars)</i>	2019			
	Program Services	Management and General	Fundraising	Total
<b>Operating expenses</b>				
Salaries	\$ 922,902	\$ 138,123	\$ 1,526	\$ 1,062,551
Employee benefits	178,983	72,289	319	251,591
Medical supplies and medications	406,782	1,093	-	407,875
Purchased services and other	212,209	108,783	2,443	323,435
Medicaid enhancement tax	70,061	-	-	70,061
Depreciation and amortization	37,528	50,785	101	88,414
Interest	3,360	22,135	19	25,514
Total operating expenses	<u>\$ 1,831,825</u>	<u>\$ 393,208</u>	<u>\$ 4,408</u>	<u>\$ 2,229,441</u>

Operating expenses of the Health System by functional classification are as follows for the year ended June 30, 2018:

<i>(in thousands of dollars)</i>	2018
Program services	\$ 1,715,760
Management and general	303,527
Fundraising	2,354
	<u>\$ 2,021,641</u>

**15. Liquidity**

The Health System is substantially supported by cash generated from operations. In addition, the Health System holds financial assets for specific purposes which are limited as to use. Thus, certain financial assets reported on the accompanying consolidated balance sheet may not be available for general expenditure within one year of the balance sheet date.

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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The Health System's financial assets available at June 30, 2019 to meet cash needs for general expenditures within one year of June 30, 2019 are as follows:

<i>(in thousands of dollars)</i>	<b>2019</b>
Cash and cash equivalents	\$ 143,587
Patient accounts receivable	221,125
Assets limited as to use	876,249
Other investments for restricted activities	<u>134,119</u>
Total financial assets	<u>\$ 1,375,080</u>
Less: Those unavailable for general expenditure within one year:	
Investments held by captive insurance companies	66,082
Investments for restricted activities	134,119
Other investments with liquidity horizons greater than one year	<u>97,063</u>
Total financial assets available within one year	<u>\$ 1,077,816</u>

For the years ending June 30, 2019 and June 30, 2018, the Health System generated positive cash flow from operations of approximately \$161,853,000 and \$136,031,000, respectively. In addition, the Health System's liquidity management plan includes investing excess daily cash in intermediate or long term investments based on anticipated liquidity needs. The Health System has an available line of credit of up to \$30,000,000 which it can draw upon as needed to meet its liquidity needs. See Note 13 for further details on the line of credit.

**16. Subsequent Events**

The Health System has assessed the impact of subsequent events through November 26, 2019, the date the audited consolidated financial statements were issued, and has concluded that there were no such events that require adjustment to the audited consolidated financial statements or disclosure in the notes to the audited consolidated financial statements other than as noted below.

Effective September 30, 2019, the Boards of Trustees of D-HH, GraniteOne Health, Catholic Medical Center Health Services, and their respective member organizations approved a Combination Agreement to combine their healthcare systems. If regulatory approval of the transaction is obtained, the name of the new system will be Dartmouth-Hitchcock Health GraniteOne.

The GraniteOne Health system is comprised of Catholic Medical Center (CMC), a community hospital located in Manchester NH, Huggins Hospital located in Wolfeboro NH, and Monadnock Community Hospital located in Peterborough NH. Both Huggins Hospital and Monadnock Community Hospital are designated as Critical Access Hospitals. GraniteOne is a non-profit, community based health care system.

On September 13, 2019, the Board of Trustees of D-HH approved the issuance of up to \$100,000,000 par of new debt. On October 17, 2019, D-HH closed on the direct placement tax-

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidated Notes to Financial Statements**  
**June 30, 2019 and 2018**

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exempt borrowing of \$99,165,000 on behalf of the DHOG acting through the New Hampshire Health and Education Facilities Authority and issued its DHOG Issue, Series 2019A Bonds.

**Consolidating Supplemental Information – Unaudited**

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Balance Sheets**  
**June 30, 2019**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>											
<b>Current assets</b>											
Cash and cash equivalents	\$ 42,456	\$ 47,465	\$ 9,411	\$ 7,066	\$ 10,462	\$ 8,372	\$ -	\$ 125,232	\$ 18,355	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	7,279	8,960	5,010	-	218,067	3,058	-	221,125
Prepaid expenses and other current assets	14,178	139,034	8,563	2,401	5,567	1,423	(74,083)	97,083	1,421	(3,009)	95,495
<b>Total current assets</b>	<b>56,634</b>	<b>367,437</b>	<b>33,854</b>	<b>16,746</b>	<b>24,989</b>	<b>14,805</b>	<b>(74,083)</b>	<b>440,382</b>	<b>22,834</b>	<b>(3,009)</b>	<b>460,207</b>
Assets limited as to use	92,602	688,485	18,759	12,684	12,427	11,619	-	836,576	39,673	-	876,249
Notes receivable, related party	553,484	752	-	1,406	-	-	(554,236)	1,406	(1,406)	-	-
Other investments for restricted activities	-	91,882	6,970	31	2,973	6,323	-	108,179	25,940	-	134,119
Property, plant, and equipment, net	22	432,277	67,147	30,945	41,946	17,797	-	590,134	31,122	-	621,256
<b>Other assets</b>	<b>24,864</b>	<b>108,208</b>	<b>1,279</b>	<b>15,019</b>	<b>6,042</b>	<b>4,388</b>	<b>(10,970)</b>	<b>148,830</b>	<b>(3,013)</b>	<b>(21,346)</b>	<b>124,471</b>
<b>Total assets</b>	<b>\$ 727,608</b>	<b>\$ 1,689,041</b>	<b>\$ 128,009</b>	<b>\$ 76,831</b>	<b>\$ 88,377</b>	<b>\$ 54,932</b>	<b>\$ (639,289)</b>	<b>\$ 2,125,507</b>	<b>\$ 115,150</b>	<b>\$ (24,355)</b>	<b>\$ 2,216,302</b>
<b>Liabilities and Net Assets</b>											
<b>Current liabilities</b>											
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 954	\$ 547	\$ 262	\$ -	\$ 10,819	\$ 95	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	3,468	-	-	3,468
Accounts payable and accrued expenses	55,499	99,884	15,620	6,299	3,878	2,776	(74,083)	109,873	6,953	(3,009)	113,817
Accrued compensation and related benefits	-	110,639	5,851	3,694	2,313	4,270	-	126,767	1,641	-	128,408
Estimated third-party settlements	-	26,405	103	1,290	10,851	2,921	-	41,570	-	-	41,570
<b>Total current liabilities</b>	<b>55,499</b>	<b>248,622</b>	<b>22,404</b>	<b>12,237</b>	<b>17,589</b>	<b>10,229</b>	<b>(74,083)</b>	<b>292,497</b>	<b>8,689</b>	<b>(3,009)</b>	<b>288,177</b>
Notes payable, related party	-	526,202	-	-	28,034	-	(554,236)	-	-	-	-
Long-term debt, excluding current portion	643,257	44,820	24,503	35,604	643	11,465	(10,970)	749,322	2,858	-	752,180
Insurance deposits and related liabilities	-	56,786	440	513	388	240	-	58,367	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	-	4,320	-	281,009	-	-	281,009
<b>Other liabilities</b>	<b>-</b>	<b>98,201</b>	<b>1,104</b>	<b>28</b>	<b>1,585</b>	<b>-</b>	<b>-</b>	<b>100,918</b>	<b>23,218</b>	<b>-</b>	<b>124,136</b>
<b>Total liabilities</b>	<b>698,756</b>	<b>1,241,058</b>	<b>58,713</b>	<b>48,382</b>	<b>48,239</b>	<b>26,254</b>	<b>(639,289)</b>	<b>1,482,113</b>	<b>34,805</b>	<b>(3,009)</b>	<b>1,513,909</b>
<b>Commitments and contingencies</b>											
<b>Net assets</b>											
Net assets without donor restrictions	28,832	356,880	63,051	27,653	35,518	21,242	-	533,176	48,063	(21,306)	558,933
Net assets with donor restrictions	18	91,103	6,245	796	4,620	7,436	-	110,218	32,282	(40)	142,460
<b>Total net assets</b>	<b>28,850</b>	<b>447,983</b>	<b>69,296</b>	<b>28,449</b>	<b>40,138</b>	<b>28,678</b>	<b>-</b>	<b>643,394</b>	<b>80,345</b>	<b>(21,346)</b>	<b>702,393</b>
<b>Total liabilities and net assets</b>	<b>\$ 727,608</b>	<b>\$ 1,689,041</b>	<b>\$ 128,009</b>	<b>\$ 76,831</b>	<b>\$ 88,377</b>	<b>\$ 54,932</b>	<b>\$ (639,289)</b>	<b>\$ 2,125,507</b>	<b>\$ 115,150</b>	<b>\$ (24,355)</b>	<b>\$ 2,216,302</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Balance Sheets**  
**June 30, 2019**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 42,456	\$ 48,052	\$ 11,952	\$ 11,120	\$ 8,549	\$ 15,772	\$ 5,686	\$ -	\$ 143,587
Patient accounts receivable, net	-	180,938	15,880	8,960	5,060	7,280	3,007	-	221,125
Prepaid expenses and other current assets	14,178	139,832	9,460	5,567	1,401	1,678	471	(77,092)	95,495
<b>Total current assets</b>	<b>56,634</b>	<b>368,822</b>	<b>37,292</b>	<b>25,647</b>	<b>15,010</b>	<b>24,730</b>	<b>9,164</b>	<b>(77,092)</b>	<b>460,207</b>
<b>Assets limited as to use</b>									
Notes receivable, related party	92,602	707,597	17,383	12,427	12,738	12,685	20,817	-	876,249
Other investments for restricted activities	553,484	752	-	-	-	-	-	(554,236)	-
Property, plant, and equipment, net	-	99,807	24,985	2,973	6,323	31	-	-	134,119
Other assets	22	434,953	70,846	42,423	19,435	50,338	3,239	-	621,256
<b>Total assets</b>	<b>\$ 727,606</b>	<b>\$ 1,720,297</b>	<b>\$ 157,894</b>	<b>\$ 88,946</b>	<b>\$ 55,437</b>	<b>\$ 96,472</b>	<b>\$ 33,294</b>	<b>\$ (663,644)</b>	<b>\$ 2,216,302</b>
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 8,226	\$ 830	\$ 547	\$ 288	\$ 954	\$ 69	\$ -	\$ 10,914
Current portion of liability for pension and other postretirement plan benefits	-	3,468	-	-	-	-	-	-	3,468
Accounts payable and accrued expenses	55,499	100,441	19,356	3,879	2,856	6,704	2,174	(77,092)	113,817
Accrued compensation and related benefits	-	110,639	5,851	2,313	4,314	4,192	1,099	-	128,408
Estimated third-party settlements	-	26,405	103	10,851	2,921	1,290	-	-	41,570
<b>Total current liabilities</b>	<b>55,499</b>	<b>249,179</b>	<b>26,140</b>	<b>17,590</b>	<b>10,379</b>	<b>13,140</b>	<b>3,342</b>	<b>(77,092)</b>	<b>298,177</b>
Notes payable, related party	-	526,202	-	28,034	-	-	-	(554,236)	-
Long-term debt, excluding current portion	643,257	44,820	24,503	643	11,763	35,604	2,560	(10,970)	752,180
Insurance deposits and related liabilities	-	56,786	440	388	240	513	40	-	58,407
Liability for pension and other postretirement plan benefits, excluding current portion	-	266,427	10,262	-	4,320	-	-	-	281,009
Other liabilities	-	98,201	1,115	1,585	-	23,235	-	-	124,136
<b>Total liabilities</b>	<b>698,756</b>	<b>1,241,615</b>	<b>62,460</b>	<b>48,240</b>	<b>26,702</b>	<b>72,492</b>	<b>5,942</b>	<b>(642,298)</b>	<b>1,513,909</b>
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	28,832	379,498	65,873	36,087	21,300	22,327	27,322	(21,306)	559,933
Net assets with donor restrictions	18	99,184	29,561	4,619	7,435	1,653	30	(40)	142,460
<b>Total net assets</b>	<b>28,850</b>	<b>478,682</b>	<b>95,434</b>	<b>40,706</b>	<b>28,735</b>	<b>23,980</b>	<b>27,352</b>	<b>(21,346)</b>	<b>702,393</b>
<b>Total liabilities and net assets</b>	<b>\$ 727,606</b>	<b>\$ 1,720,297</b>	<b>\$ 157,894</b>	<b>\$ 88,946</b>	<b>\$ 55,437</b>	<b>\$ 96,472</b>	<b>\$ 33,294</b>	<b>\$ (663,644)</b>	<b>\$ 2,216,302</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Balance Sheets**  
**June 30, 2018**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Assets</b>										
<b>Current assets</b>										
Cash and cash equivalents	\$ 134,634	\$ 22,544	\$ 6,688	\$ 9,419	\$ 6,604	\$ -	\$ 179,889	\$ 20,280	\$ -	\$ 200,169
Patient accounts receivable, net	-	178,981	17,183	8,302	5,055	-	207,521	11,707	-	219,228
Prepaid expenses and other current assets	11,964	143,893	6,551	5,253	2,313	(72,361)	97,613	4,766	(4,877)	97,502
<b>Total current assets</b>	<b>146,598</b>	<b>343,418</b>	<b>30,422</b>	<b>22,974</b>	<b>13,972</b>	<b>(72,361)</b>	<b>485,023</b>	<b>36,753</b>	<b>(4,877)</b>	<b>516,899</b>
<b>Assets limited as to use</b>										
Notes receivable, related party	554,771	-	-	-	-	(554,771)	-	-	-	-
Other investments for restricted activities	-	87,613	8,591	2,981	6,238	-	105,423	25,473	-	130,896
Property, plant, and equipment, net	36	443,154	66,759	42,438	17,356	-	569,743	37,578	-	607,321
Other assets	24,863	101,078	1,370	5,906	4,280	(10,970)	126,527	3,604	(21,346)	108,785
<b>Total assets</b>	<b>\$ 726,276</b>	<b>\$ 1,592,192</b>	<b>\$ 124,580</b>	<b>\$ 87,120</b>	<b>\$ 52,675</b>	<b>\$ (638,102)</b>	<b>\$ 1,944,741</b>	<b>\$ 151,507</b>	<b>\$ (26,223)</b>	<b>\$ 2,070,025</b>
<b>Liabilities and Net Assets</b>										
<b>Current liabilities</b>										
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 187	\$ -	\$ 2,600	\$ 864	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	3,311	-	-	3,311
Accounts payable and accrued expenses	54,995	82,061	20,107	6,705	3,029	(72,361)	94,536	6,094	(4,877)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,796	-	118,498	7,078	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	-	38,693	2,448	-	41,141
<b>Total current liabilities</b>	<b>57,997</b>	<b>217,299</b>	<b>26,647</b>	<b>19,419</b>	<b>8,637</b>	<b>(72,361)</b>	<b>257,638</b>	<b>16,484</b>	<b>(4,877)</b>	<b>269,245</b>
Notes payable, related party	-	527,346	-	27,425	-	(554,771)	-	-	-	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,270	(10,970)	724,231	28,744	-	752,975
Insurance deposits and related liabilities	-	54,616	465	155	240	-	55,476	40	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	242,227	-	-	242,227
Other liabilities	-	85,577	1,107	1,405	-	-	88,089	38	-	88,127
<b>Total liabilities</b>	<b>702,517</b>	<b>1,170,412</b>	<b>57,788</b>	<b>49,583</b>	<b>25,463</b>	<b>(638,102)</b>	<b>1,367,661</b>	<b>45,306</b>	<b>(4,877)</b>	<b>1,408,090</b>
<b>Commitments and contingencies</b>										
<b>Net assets</b>										
Net assets without donor restrictions	23,759	334,882	61,828	32,897	19,812	-	473,178	72,230	(21,306)	524,102
Net assets with donor restrictions	-	86,898	4,964	4,840	7,400	-	103,902	33,971	(40)	137,833
<b>Total net assets</b>	<b>23,759</b>	<b>421,780</b>	<b>66,792</b>	<b>37,537</b>	<b>27,212</b>	<b>-</b>	<b>577,080</b>	<b>106,201</b>	<b>(21,346)</b>	<b>661,935</b>
<b>Total liabilities and net assets</b>	<b>\$ 726,276</b>	<b>\$ 1,592,192</b>	<b>\$ 124,580</b>	<b>\$ 87,120</b>	<b>\$ 52,675</b>	<b>\$ (638,102)</b>	<b>\$ 1,944,741</b>	<b>\$ 151,507</b>	<b>\$ (26,223)</b>	<b>\$ 2,070,025</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Balance Sheets**  
**June 30, 2018**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Assets</b>									
<b>Current assets</b>									
Cash and cash equivalents	\$ 134,634	\$ 23,094	\$ 8,621	\$ 9,982	\$ 6,654	\$ 12,144	\$ 5,040	\$ -	\$ 200,169
Patient accounts receivable, net	-	176,981	17,183	8,302	5,109	7,996	3,657	-	219,228
Prepaid expenses and other current assets	11,964	144,755	5,520	5,276	2,294	4,443	488	(77,238)	97,502
Total current assets	146,598	344,830	31,324	23,560	14,057	24,583	9,185	(77,238)	516,899
Assets limited as to use	8	635,028	17,438	12,821	11,862	9,612	19,355	-	706,124
Notes receivable, related party	554,771	-	-	-	-	-	-	(554,771)	-
Other investments for restricted activities	-	95,772	25,873	2,981	6,238	32	-	-	130,896
Property, plant, and equipment, net	36	445,829	70,607	42,920	19,065	25,725	3,139	-	607,321
Other assets	24,863	101,235	7,526	5,333	1,886	130	128	(32,316)	108,785
Total assets	\$ 726,276	\$ 1,622,694	\$ 152,768	\$ 87,615	\$ 53,108	\$ 60,082	\$ 31,807	\$ (664,325)	\$ 2,070,025
<b>Liabilities and Net Assets</b>									
<b>Current liabilities</b>									
Current portion of long-term debt	\$ -	\$ 1,031	\$ 810	\$ 572	\$ 245	\$ 739	\$ 67	\$ -	\$ 3,464
Current portion of liability for pension and other postretirement plan benefits	-	3,311	-	-	-	-	-	-	3,311
Accounts payable and accrued expenses	54,995	82,613	20,052	6,714	3,092	3,596	1,929	(77,238)	95,753
Accrued compensation and related benefits	-	106,485	5,730	2,487	3,831	5,814	1,229	-	125,576
Estimated third-party settlements	3,002	24,411	-	9,655	1,625	2,448	-	-	41,141
Total current liabilities	57,997	217,851	26,592	19,428	8,793	12,597	3,225	(77,238)	269,245
Notes payable, related party	-	527,346	-	27,425	-	-	-	(554,771)	-
Long-term debt, excluding current portion	644,520	52,878	25,354	1,179	11,593	25,792	2,629	(10,970)	752,975
Insurance deposits and related liabilities	-	54,616	465	155	241	-	39	-	55,516
Liability for pension and other postretirement plan benefits, excluding current portion	-	232,696	4,215	-	5,316	-	-	-	242,227
Other liabilities	-	85,577	1,117	1,405	-	28	-	-	88,127
Total liabilities	702,517	1,170,964	57,743	49,592	25,943	38,417	5,893	(642,979)	1,408,090
<b>Commitments and contingencies</b>									
<b>Net assets</b>									
Net assets without donor restrictions	23,759	356,518	65,069	33,383	19,764	21,031	25,884	(21,306)	524,102
Net assets with donor restrictions	-	95,212	29,956	4,640	7,401	634	30	(40)	137,833
Total net assets	23,759	451,730	95,025	38,023	27,165	21,665	25,914	(21,346)	661,935
Total liabilities and net assets	\$ 726,276	\$ 1,622,694	\$ 152,768	\$ 87,615	\$ 53,108	\$ 60,082	\$ 31,807	\$ (664,325)	\$ 2,070,025

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2019**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	Alice Peck Day Memorial	New London Hospital Association	Mt. Ascuney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>											
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,255	\$ 69,794	\$ 60,166	\$ 46,029	\$ -	\$ 1,976,796	\$ 22,527	\$ -	\$ 1,999,323
Contracted revenue	5,011	109,051	355	-	-	5,902	(46,100)	74,219	790	8	75,017
Other operating revenue	21,128	186,852	3,407	1,748	4,261	2,289	(22,076)	197,609	13,386	(297)	210,698
Net assets released from restrictions	369	11,558	732	137	177	24	-	12,995	1,110	-	14,105
<b>Total operating revenue and other support</b>	<b>28,508</b>	<b>1,888,011</b>	<b>224,749</b>	<b>71,679</b>	<b>64,604</b>	<b>54,244</b>	<b>(68,176)</b>	<b>2,261,619</b>	<b>37,813</b>	<b>(289)</b>	<b>2,299,143</b>
<b>Operating expenses</b>											
Salaries	-	868,311	107,671	37,297	30,549	26,514	(24,682)	1,045,660	15,785	1,106	1,062,551
Employee benefits	-	208,346	24,225	6,454	5,434	6,966	(3,763)	247,662	3,642	287	251,591
Medical supplies and medications	-	354,201	34,331	8,634	6,298	3,032	-	406,496	1,379	-	407,875
Purchased services and other	11,366	242,106	35,088	15,308	13,528	13,950	(21,176)	310,170	14,887	(1,622)	323,435
Medicaid enhancement tax	-	54,954	8,005	3,062	2,264	1,776	-	70,061	-	-	70,061
Depreciation and amortization	14	69,343	7,977	2,305	3,915	2,360	-	85,914	2,500	-	88,414
Interest	20,677	21,585	1,053	1,169	1,119	228	(20,850)	24,981	533	-	25,514
<b>Total operating expenses</b>	<b>32,057</b>	<b>1,818,846</b>	<b>218,350</b>	<b>74,229</b>	<b>63,107</b>	<b>54,826</b>	<b>(70,471)</b>	<b>2,190,944</b>	<b>38,726</b>	<b>(229)</b>	<b>2,229,441</b>
<b>Operating (loss) margin</b>	<b>(5,549)</b>	<b>69,165</b>	<b>6,399</b>	<b>(2,550)</b>	<b>1,497</b>	<b>(582)</b>	<b>2,295</b>	<b>70,675</b>	<b>(913)</b>	<b>(60)</b>	<b>69,702</b>
<b>Non-operating gains (losses)</b>											
Investment income (losses), net	3,829	32,193	227	469	834	623	(198)	38,077	1,975	-	40,052
Other (losses) income, net	(3,784)	1,586	(187)	30	(240)	279	(2,097)	(4,413)	791	60	(3,562)
Loss on early extinguishment of debt	-	-	-	(87)	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-	-	-
<b>Total non-operating gains (losses), net</b>	<b>145</b>	<b>33,779</b>	<b>40</b>	<b>412</b>	<b>594</b>	<b>902</b>	<b>(2,295)</b>	<b>33,577</b>	<b>2,766</b>	<b>60</b>	<b>36,403</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(5,404)</b>	<b>102,944</b>	<b>6,439</b>	<b>(2,138)</b>	<b>2,091</b>	<b>320</b>	<b>-</b>	<b>104,252</b>	<b>1,853</b>	<b>-</b>	<b>106,105</b>
<b>Net assets without donor restrictions</b>											
Net assets released from restrictions	-	419	565	-	402	318	-	1,704	65	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	-	682	-	(72,043)	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(18,380)	1,939	8,760	128	110	-	5,054	(5,054)	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-	-	-
<b>Increase in net assets without donor restrictions</b>	<b>\$ 5,073</b>	<b>\$ 21,998</b>	<b>\$ 1,223</b>	<b>\$ 6,622</b>	<b>\$ 2,621</b>	<b>\$ 1,430</b>	<b>\$ -</b>	<b>\$ 38,967</b>	<b>\$ (3,136)</b>	<b>\$ -</b>	<b>\$ 35,831</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2019**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD and Subsidiaries	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>									
Patient service revenue	\$ -	\$ 1,580,552	\$ 220,254	\$ 60,166	\$ 46,029	\$ 69,794	\$ 22,528	\$ -	\$ 1,999,323
Contracted revenue	5,010	109,842	355	-	5,902	-	-	(46,092)	75,017
Other operating revenue	21,128	188,775	3,549	4,260	3,868	10,951	540	(22,373)	210,698
Net assets released from restrictions	371	12,637	732	177	26	162	-	-	14,105
<b>Total operating revenue and other support</b>	<b>26,509</b>	<b>1,891,806</b>	<b>224,890</b>	<b>64,603</b>	<b>55,825</b>	<b>80,907</b>	<b>23,068</b>	<b>(68,465)</b>	<b>2,299,143</b>
<b>Operating expenses</b>									
Salaries	-	868,311	107,706	30,549	27,319	40,731	11,511	(23,576)	1,062,551
Employee benefits	-	208,346	24,235	5,434	7,133	7,218	2,701	(3,476)	251,591
Medical supplies and medications	-	354,201	34,331	6,298	3,035	8,639	1,371	-	407,875
Purchased services and other	11,366	246,101	35,396	13,390	14,371	18,172	7,437	(22,798)	323,435
Medicaid enhancement tax	-	54,954	8,005	2,264	1,776	3,062	-	-	70,061
Depreciation and amortization	14	69,343	8,125	3,920	2,478	4,194	340	-	88,414
Interest	20,678	21,585	1,054	1,119	228	1,637	63	(20,850)	25,514
<b>Total operating expenses</b>	<b>32,058</b>	<b>1,822,841</b>	<b>218,852</b>	<b>62,974</b>	<b>56,340</b>	<b>83,653</b>	<b>23,423</b>	<b>(70,700)</b>	<b>2,229,441</b>
<b>Operating (loss) margin</b>	<b>(5,549)</b>	<b>68,965</b>	<b>6,038</b>	<b>1,629</b>	<b>(515)</b>	<b>(2,746)</b>	<b>(355)</b>	<b>2,235</b>	<b>69,702</b>
<b>Non-operating gains (losses)</b>									
Investment income (losses), net	3,929	33,310	129	785	645	469	983	(198)	40,052
Other (losses) income, net	(3,784)	1,586	(171)	(240)	288	31	765	(2,037)	(3,562)
Loss on early extinguishment of debt	-	-	-	-	-	(87)	-	-	(87)
Loss on swap termination	-	-	-	-	-	-	-	-	-
<b>Total non-operating gains (losses), net</b>	<b>145</b>	<b>34,896</b>	<b>(42)</b>	<b>545</b>	<b>933</b>	<b>413</b>	<b>1,748</b>	<b>(2,235)</b>	<b>36,403</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(5,404)</b>	<b>103,861</b>	<b>5,996</b>	<b>2,174</b>	<b>418</b>	<b>(2,333)</b>	<b>1,393</b>	<b>-</b>	<b>106,105</b>
<b>Net assets without donor restrictions</b>									
Net assets released from restrictions	-	484	565	402	318	-	-	-	1,769
Change in funded status of pension and other postretirement benefits	-	(65,005)	(7,720)	-	682	-	-	-	(72,043)
Net assets transferred to (from) affiliates	10,477	(16,360)	1,963	128	118	3,629	45	-	-
Additional paid in capital	-	-	-	-	-	-	-	-	-
Other changes in net assets	-	-	-	-	-	-	-	-	-
Change in fair value on interest rate swaps	-	-	-	-	-	-	-	-	-
Change in funded status of interest rate swaps	-	-	-	-	-	-	-	-	-
<b>Increase in net assets without donor restrictions</b>	<b>\$ 5,073</b>	<b>\$ 22,980</b>	<b>\$ 804</b>	<b>\$ 2,704</b>	<b>\$ 1,536</b>	<b>\$ 1,296</b>	<b>\$ 1,438</b>	<b>\$ -</b>	<b>\$ 35,831</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2018**

<i>(in thousands of dollars)</i>	Dartmouth-Hitchcock Health	Dartmouth-Hitchcock	Cheshire Medical Center	New London Hospital Association	Mt. Ascutney Hospital and Health Center	Eliminations	DH Obligated Group Subtotal	All Other Non-Oblig Group Affiliates	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>										
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ -	\$ 1,804,550	\$ 94,545	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	-	45,319	2,048	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	-	1,759,231	92,497	-	1,851,728
Contracted revenue	(2,305)	97,291	-	-	2,169	(42,870)	54,285	716	(32)	54,969
Other operating revenue	9,799	134,461	3,365	4,169	1,814	(10,554)	143,054	6,978	(1,086)	148,946
Net assets released from restrictions	658	11,605	620	52	44	-	12,979	482	-	13,461
<b>Total operating revenue and other support</b>	<b>8,152</b>	<b>1,687,313</b>	<b>209,754</b>	<b>63,153</b>	<b>54,601</b>	<b>(53,424)</b>	<b>1,969,549</b>	<b>100,673</b>	<b>(1,118)</b>	<b>2,069,104</b>
<b>Operating expenses</b>										
Salaries	-	806,344	105,607	30,360	24,854	(21,542)	945,623	42,035	1,605	989,263
Employee benefits	-	181,833	28,343	7,252	7,000	(5,385)	219,043	10,221	419	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,055	-	329,836	10,195	-	340,031
Purchased services and other	8,509	215,073	33,065	13,587	13,960	(19,394)	264,800	29,390	(2,818)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,744	-	65,517	2,175	-	67,692
Depreciation and amortization	23	66,073	10,217	3,934	2,030	-	82,277	2,501	-	84,778
Interest	8,684	15,772	1,004	981	224	(8,882)	17,783	1,039	-	18,822
<b>Total operating expenses</b>	<b>17,216</b>	<b>1,627,466</b>	<b>217,599</b>	<b>64,934</b>	<b>52,867</b>	<b>(55,203)</b>	<b>1,824,879</b>	<b>97,556</b>	<b>(794)</b>	<b>2,021,641</b>
<b>Operating margin (loss)</b>	<b>(9,064)</b>	<b>59,847</b>	<b>(7,845)</b>	<b>(1,781)</b>	<b>1,734</b>	<b>1,779</b>	<b>44,670</b>	<b>3,117</b>	<b>(324)</b>	<b>47,463</b>
<b>Non-operating gains (losses)</b>										
Investment income (losses), net	(26)	33,628	1,408	1,151	858	(198)	36,821	3,566	-	40,387
Other (losses) income, net	(1,364)	(2,599)	-	1,276	266	(1,581)	(4,002)	733	361	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	(14,214)	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	(14,247)	-	-	(14,247)
<b>Total non-operating gains (losses), net</b>	<b>(1,390)</b>	<b>2,873</b>	<b>1,408</b>	<b>2,122</b>	<b>1,124</b>	<b>(1,779)</b>	<b>4,358</b>	<b>4,299</b>	<b>361</b>	<b>9,018</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(10,454)</b>	<b>62,720</b>	<b>(6,437)</b>	<b>341</b>	<b>2,858</b>	<b>-</b>	<b>49,028</b>	<b>7,416</b>	<b>37</b>	<b>56,481</b>
<b>Net assets without donor restrictions</b>										
Net assets released from restrictions	-	16,038	-	4	252	-	16,294	19	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	8,254	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-	-
Additional paid in capital	-	-	-	-	-	-	-	58	(58)	-
Other changes in net assets	-	-	-	-	-	-	-	(185)	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	4,190	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	14,102	-	-	14,102
<b>Increase in net assets without donor restrictions</b>	<b>\$ 7,337</b>	<b>\$ 75,995</b>	<b>\$ 3,578</b>	<b>\$ 393</b>	<b>\$ 4,565</b>	<b>\$ -</b>	<b>\$ 91,868</b>	<b>\$ 7,308</b>	<b>\$ (21)</b>	<b>\$ 99,155</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Consolidating Statements of Operations and Changes in Net Assets without Donor Restrictions**  
**Year Ended June 30, 2018**

<i>(in thousands of dollars)</i>	D-HH and Other Subsidiaries	D-H and Subsidiaries	Cheshire and Subsidiaries	NLH and Subsidiaries	MAHHC and Subsidiaries	APD	VNH and Subsidiaries	Eliminations	Health System Consolidated
<b>Operating revenue and other support</b>									
Patient service revenue	\$ -	\$ 1,475,314	\$ 216,736	\$ 60,486	\$ 52,014	\$ 71,458	\$ 23,087	\$ -	\$ 1,899,095
Provision for bad debts	-	31,358	10,967	1,554	1,440	1,680	368	-	47,367
Net patient service revenue	-	1,443,956	205,769	58,932	50,574	69,778	22,719	-	1,851,728
Contracted revenue	(2,305)	98,007	-	-	2,169	-	-	(42,902)	54,969
Other operating revenue	9,799	137,242	4,061	4,166	3,168	1,697	453	(11,640)	148,946
Net assets released from restrictions	658	11,984	620	52	44	103	-	-	13,461
<b>Total operating revenue and other support</b>	<b>8,152</b>	<b>1,691,189</b>	<b>210,450</b>	<b>63,150</b>	<b>55,955</b>	<b>71,578</b>	<b>23,172</b>	<b>(54,542)</b>	<b>2,069,104</b>
<b>Operating expenses</b>									
Salaries	-	806,344	105,607	30,360	25,592	29,215	12,082	(19,937)	989,263
Employee benefits	-	181,833	28,343	7,252	7,162	7,406	2,653	(4,966)	229,683
Medical supplies and medications	-	289,327	31,293	6,161	3,057	8,484	1,709	-	340,031
Purchased services and other	8,512	218,690	33,431	13,432	14,354	19,220	5,945	(22,212)	291,372
Medicaid enhancement tax	-	53,044	8,070	2,659	1,743	2,176	-	-	67,692
Depreciation and amortization	23	66,073	10,357	3,939	2,145	1,831	410	-	84,778
Interest	8,684	15,772	1,004	981	223	975	65	(8,882)	18,822
<b>Total operating expenses</b>	<b>17,219</b>	<b>1,631,083</b>	<b>218,105</b>	<b>64,784</b>	<b>54,276</b>	<b>69,307</b>	<b>22,864</b>	<b>(55,997)</b>	<b>2,021,641</b>
<b>Operating (loss) margin</b>	<b>(9,067)</b>	<b>60,106</b>	<b>(7,655)</b>	<b>(1,634)</b>	<b>1,679</b>	<b>2,271</b>	<b>308</b>	<b>1,455</b>	<b>47,463</b>
<b>Non-operating gains (losses)</b>									
Investment income (losses), net	(26)	35,177	1,954	1,097	787	203	1,393	(198)	40,387
Other (losses) income, net	(1,364)	(2,599)	(3)	1,276	273	(223)	952	(1,220)	(2,908)
Loss on early extinguishment of debt	-	(13,909)	-	(305)	-	-	-	-	(14,214)
Loss on swap termination	-	(14,247)	-	-	-	-	-	-	(14,247)
<b>Total non-operating gains (losses), net</b>	<b>(1,390)</b>	<b>4,422</b>	<b>1,951</b>	<b>2,068</b>	<b>1,060</b>	<b>(20)</b>	<b>2,345</b>	<b>(1,418)</b>	<b>9,018</b>
<b>(Deficiency) excess of revenue over expenses</b>	<b>(10,457)</b>	<b>64,528</b>	<b>(5,704)</b>	<b>434</b>	<b>2,739</b>	<b>2,251</b>	<b>2,653</b>	<b>37</b>	<b>56,481</b>
<b>Net assets without donor restrictions</b>									
Net assets released from restrictions	-	16,058	-	4	251	-	-	-	16,313
Change in funded status of pension and other postretirement benefits	-	4,300	2,827	-	1,127	-	-	-	8,254
Net assets transferred to (from) affiliates	17,791	(25,355)	7,188	48	328	-	-	-	-
Additional paid in capital	58	-	-	-	-	-	-	(58)	-
Other changes in net assets	-	-	-	-	-	(185)	-	-	(185)
Change in fair value on interest rate swaps	-	4,190	-	-	-	-	-	-	4,190
Change in funded status of interest rate swaps	-	14,102	-	-	-	-	-	-	14,102
<b>Increase (decrease) in net assets without donor restrictions</b>	<b>\$ 7,392</b>	<b>\$ 77,823</b>	<b>\$ 4,311</b>	<b>\$ 486</b>	<b>\$ 4,445</b>	<b>\$ 2,066</b>	<b>\$ 2,653</b>	<b>\$ (21)</b>	<b>\$ 99,155</b>

**Dartmouth-Hitchcock Health and Subsidiaries**  
**Notes to Supplemental Consolidating Information**  
**June 30, 2019 and 2018**

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**1. Basis of Presentation**

The accompanying supplemental consolidating information includes the consolidating balance sheet and the consolidating statement of operations and changes in net assets without donor restrictions of D-HH and its subsidiaries. All intercompany accounts and transactions between D-HH and its subsidiaries have been eliminated. The consolidating information presented is prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America consistent with the consolidated financial statements. The consolidating information is presented for purposes of additional analysis of the consolidated financial statements and is not required as part of the basic financial statements.

**DARTMOUTH-HITCHCOCK (D-H)  
BOARDS OF TRUSTEES AND OFFICERS**

**Effective: June 20, 2020**

<p><b>Mark W. Begor, MBA</b> MHMH/DHC Trustee <i>Chief Executive Officer, Equifax</i></p>	<p><b>Jennifer L. Moyer, MBA</b> MHMH/DHC Trustee <i>Managing Director &amp; CAO, White Mountains Insurance Group, Ltd</i></p>
<p><b>Jocelyn D. Chertoff, MD, MS, FACR</b> MHMH/DHC (Clinical Chair/Center Director) Trustee <i>Chair, Dept. of Radiology</i></p>	<p><b>Robert A. Oden, Jr., PhD</b> MHMH/DHC/D-HH Trustee <i>Retired President, Carleton College</i></p>
<p><b>Duane A. Compton, PhD</b> MHMH/DHC/D-HH Trustee <i>Ex-Officio: Dean, Geisel School of Medicine at Dartmouth</i></p>	<p><b>David P. Paul, MBA</b> MHMH/DHC Trustee <i>President &amp; COO, JBG SMITH</i></p>
<p><b>William J. Conaty</b> MHMH/DHC/D-HH Trustee <i>President, Conaty Consulting, LLC</i></p>	<p><b>Charles G. Plimpton, MBA</b> MHMH/DHC/D-HH Boards' Treasurer &amp; Secretary <i>Retired Investment Banker</i></p>
<p><b>Joanne M. Conroy, MD</b> MHMH/DHC/D-HH Trustee <i>Ex-Officio: CEO &amp; President, D-H/D-HH</i></p>	<p><b>Thomas Raffio, MBA, FLMI</b> MHMH/DHC Trustee <i>President &amp; CEO, Northeast Delta Dental</i></p>
<p><b>Paul P. Danos, PhD</b> MHMH/DHC/D-HH Trustee <i>Dean Emeritus; Laurence F. Whittemore Professor of Business Administration, Tuck School of Business at Dartmouth</i></p>	<p><b>Kurt K. Rhyhart, MD, FACS</b> MHMH/DHC (D-H Lebanon Physician Trustee Representative) Trustee <i>DHMC Trauma Medical Director and Divisional Chief of Trauma and Acute Care Surgery</i></p>
<p><b>Elof Eriksson, MD, PhD</b> MHMH/DHC Trustee <i>Professor Emeritus, Harvard Medical School and Chief Medical Officer, Applied Tissues Technologies, LLC</i></p>	<p><b>Edward Howe Stansfield, III, MA</b> MHMH/DHC/D-HH Boards' Chair <i>Senior VP, Resident Director for the Hanover, NH Bank of America/Merrill Lynch Office</i></p>
<p><b>Roberta L. Hines, MD</b> MHMH/DHC Trustee <i>Nicholas M. Greene Professor and Chair, Dept. of Anesthesiology, Yale School of Medicine</i></p>	<p><b>Pamela Austin Thompson, MS, RN, CENP, FAAN</b> MHMH/DHC/D-HH Trustee <i>Chief executive officer emeritus of the American Organization of Nurse Executives (AONE)</i></p>
<p><b>Cherie A. Holmes, MD, MSc</b> MHMH/DHC/(Community Group Practice) Trustee <i>Medical Director, Acute Care Services, D-H Keene/Cheshire Medical Center</i></p>	<p><b>Jon W. Wahrenberger, MD, FAHA, FACC</b> MHMH/DHC (Lebanon Physician) Trustee <i>Clinical Cardiologist, Cardiovascular Medicine</i></p>
<p><b>Jonathan T. Huntington, MD, PhD, MPH</b> MHMH/DHC (Lebanon Physician) Trustee <i>Acting Chief Medical Officer, DHMC</i></p>	<p><b>Marc B. Wolpow, JD, MBA</b> MHMH/DHC/D-HH Trustee <i>Co-Chief Executive Officer of Audax Group</i></p>
<p><b>Laura K. Landy, MBA</b> MHMH/DHC/D-HH Trustee <i>President and CEO of the Fannie E. Rippel Foundation</i></p>	

# ANNA MCKAY

A hardworking and experienced pediatric registered nurse seeking a position as a Pediatric Nurse Practitioner in a patient and family centered care environment with opportunity for continual professional growth.

## EXPERIENCE

**AUGUST 2013 – CURRENT**

**PEDIATRIC INTENSIVE CARE UNIT PROFESSIONAL STAFF NURSE RN BSN, UPMC CHILDREN'S HOSPITAL OF PITTSBURGH, PA**

Highly skilled and detail oriented professional with experience working in a Level 1 trauma 36-bed PICU providing exceptional care for critically ill infants, children, and adolescents. Experience with ECMO, CRRT, Level 1 traumas, transplants, chronic illness, acute illness, mechanical ventilation, etc. Cooperated and communicated effectively with physicians to ensure client satisfaction and compliance with set standards. Continually improved knowledge, skills and performance based on feedback and self-identified professional developmental needs.

**MAY 2018 – SEPTEMBER 2018**

**PEDIATRIC INTENSIVE CARE UNIT TRAVEL RN, AMERICAN MOBILE, CA**

Seattle Children's Hospital – Seattle, WA

Pediatric Intensive Care Unit with floating to Cardiac Intensive Care Unit and Neonatal Intensive Care Unit.

**JANUARY 2018 – APRIL 2018**

**PEDIATRIC INTENSIVE CARE UNIT TRAVEL RN, AYA HEALTHCARE, CA**

Primary Children's Hospital – Salt Lake City, UT

Level 1 Pediatric Intensive Care Unit with floating to Cardiac Intensive Care Unit.

**AUGUST 2012 – AUGUST 2013**

**PICU PATIENT CARE TECHNICIAN, UPMC CHILDREN'S HOSPITAL OF PITTSBURGH, PA**

Interacted effectively with patients, families, staff and other hospital department staff to deliver a high level of customer service and teamwork. Assisted patients with activities of daily living under guidance of the registered nurse.

**MAY 2012 – AUGUST 2012**

**PICU STUDENT NURSE INTERN, UPMC CHILDREN'S HOSPITAL OF PITTSBURGH, PA**  
Expanded nursing skills in pediatric intensive care. Skills include mechanical ventilator care, tracheostomy care, ECMO, ICP monitoring, central line insertion assistance, NG tubes, TPN, blood product transfusions, hemodynamic monitoring. Managed patient care, including checking vital signs.

**NOVEMBER 2010 – MAY 2012**

**PATIENT SUPPORT ASSISTANT, UPMC CHILDREN'S HOSPITAL OF PITTSBURGH, PA**  
Supports others in improving the health and wellbeing of all children through excellence in patient care, teaching, and research. Provides basic personal hygiene and assistance in activities of daily living.

## **EDUCATION**

**JUNE 2019 – EXPECTED GRADUATION DATE**

**MASTERS OF SCIENCE IN PEDIATRIC PRIMARY CARE NURSE PRACTITIONER,  
DREXEL UNIVERSITY – PHILADELPHIA, PA**

**MAY 2013**

**BACHELOR OF SCIENCE IN NURSING, DUQUESNE UNIVERSITY – PITTSBURGH, PA**

**JUNE 2008**

**HIGH SCHOOL DIPLOMA, SOMERSET AREA HIGH SCHOOL – SOMERSET, PA**

## **STUDENT PNP CLINICAL EXPERIENCES**

**JANUARY 2019 – JUNE 2019**

**PEDIATRIC ALLIANCE, ARCADIA DIVISION  
WEXFORD, PA**

**APRIL 2019**

**ADOLESCENT MEDICINE AT UPMC CHILDREN'S HOSPITAL OF PITTSBURGH  
PITTSBURGH, PA**

**JANUARY 2019**

**OTOLARYNGOLOGY (ENT) AT UPMC CHILDREN'S HOSPITAL OF PITTSBURGH  
PITTSBURGH, PA**

**SEPTEMBER 2018 – DECEMBER 2018**

**UPMC CHILDREN'S COMMUNITY PEDIATRICS, PITTSBURGH PEDIATRICS  
PITTSBURGH, PA**

**SEPTEMBER 2017 – DECEMBER 2017**

**PEDIATRIC ASSOCIATES OF WESTMORELAND**  
GREENSBURGH AND IRWIN, PA

**JUNE 2017 – AUGUST 2017**

**CHAN SOON-SHIONG MEDICAL CENTER, PEDIATRIC SPECIALIST DR.**  
**BOROUMAND**  
WINDBER, PA

## **SKILLS**

- Patient-family centered care
- Strong verbal communication
- Sound judgment
- Critical thinking
- Team leadership
- Lab interpretation

## **CERTIFICATIONS**

- RN License: State of Pennsylvania – License #RN652270
- CCRN (Pediatric): AACN, January 2017
- Pediatric Advanced Life Support: American Heart Association, August 2018
- CPR/BLS: American Heart Association

## **AFFILIATIONS**

- National Association of Pediatric Nurse Associates and Practitioners – student member: 2017-2018
- American Association of Critical Care Nurses – member: 2017-current
- UPMC Children’s Hospital of Pittsburgh PICU nursing preceptor
- UPMC Children’s Hospital of Pittsburgh Beads of Courage Ambassador: Spring 2016
- PICU Patient-Family Centered Care board at UPMC Children’s Hospital of Pittsburgh: 2014-current
- National Student Nurses’ Association – member: Fall 2009-Spring 2013
- Student Nurses’ Association of Pennsylvania – House of Delegates: Fall 2010 and Fall 2011
- Duquesne University Student Nurses’ Association – Publicity Chair: May 2011-May 2013
- Alpha Tau Delta Professional Nursing Fraternity – Vice President: January 2011-May 2013

**References available upon request.**

**CORNELIA HANDY GONSALVES**

**Pediatric Nurse Practitioner**

**EDUCATION**

1981 - 1983      *Yale University School of Nursing*  
New Haven, Connecticut  
Pediatric Nurse Practitioner Program  
Master of Science in Nursing, May, 1983

1975 - 1979      *Boston College School of Nursing*  
Chestnut Hill, Massachusetts  
Baccalaureate of Science in Nursing  
Summa cum Laude, May, 1979

**QUALIFICATIONS**

**P.N.P. Certification**      Pediatric Nursing Certification Board  
October, 1984: Certificate Maintenance Program. Expiration: February 28, 2017

**R.N. /A.R.N.P. Licensure**      Florida, #ARNP 9329321, Expiration 4/30/17

**R. N. Licensure**      Ohio, # 337262, Expiration 8/31/17

**A.P.N. Licensure**      Ohio, COA-09740, Expiration 8/31/17

**CPR Healthcare Provider Certification**      American Heart Association, Expiration: April 2017

**PALS Provider Certification**      American Heart Association, Expiration: April 2017

**ACLS Provider Certification**      American Heart Association, Expiration: April 2017

**NURSE PRACTITIONER EXPERIENCE**

March 4, 2013-  
Present

*Florida Epilepsy Center/Florida Hospital for Children, Neurology, 615 E.  
615 E. Princeton St., Suite #540, Orlando, FL.*

Responsibilities:

- Participating on an interdisciplinary, epilepsy team caring for children and adolescents with new onset, psychogenic or intractable epilepsy through inpatient and outpatient care through Florida hospital for Children
- Coordinating and providing medical management, triage of acute seizure episodes, family education from the initial clinic evaluation or hospitalization through ongoing clinic and hospital admissions
- Ordering tests/procedures, following results and coordinating care for children and adolescents under care
- Mentoring pediatric medical residents at Florida Hospital as well as supporting/advising nursing staff inpatient and outpatient
- Collaborating on clinical research, program protocol development and publication efforts

November 2008-  
February 22, 2013

*Cincinnati Children's Hospital Medical Center, Neurology 3333 Burnet Ave  
Avenue, Cincinnati, OH.*

Responsibilities:

- Participating on an interdisciplinary, epilepsy surgery team caring for children and their families through in-patient, operative and post-operative admission and out-patient clinic visits
- Coordinating and providing medical management, triage of acute seizure episodes from the initial clinic evaluation visit through postoperative care
- Developing a vagal nerve stimulator pre and post-operative program for children with intractable epilepsy
- Assisting families and collaborating with psychological, social work and child life colleagues in dealing with behavioral and co-morbid conditions associated with epilepsy
- Developing and executing an interdisciplinary process towards assuring child and staff safety for in-house patients or clinic patients with behavioral or mental health issues.
- Ordering tests/procedures, following results and coordinating care for patients
- Working with an interdisciplinary team to develop an excellent epilepsy surgery program by:
  - creating educational materials to assist families through the complex epilepsy surgery process
  - acting as a change agent with neurology and neurosurgery teams, advocating for issues important to children and families in the EMU, PICU, inpatient floors, and clinic.
  - coordinating and participating in quality improvement projects for epilepsy surgery and the Comprehensive Epilepsy Program

- September, 2007-  
October, 2008
- Cincinnati Children's Hospital Medical Center, Rehabilitation- 3333 Burnet Avenue, Cincinnati, OH.***  
Responsibilities:
- Offering acute and chronic health care to children in outpatient rehabilitation clinic
  - Providing inpatient consultations for children with brain injury, brain tumors and cerebral palsy
  - Participating in inpatient rehabilitation and trauma rounds
  - Coordinating the Flu Collaborative Initiative for Physical Medication and Rehab 2008
- February, 1994 -  
August, 2007
- Geneva Family Practice- 302 Randall Road, Suite #202 Geneva, IL.***  
Responsibilities:
- Providing well-child and acute care to children, aged two weeks to young adulthood in a dynamic group practice.
  - Admitting, rounding on and discharging newborn and pediatric patients of Geneva Family Practice, through Delnor Community Hospital privileges obtained Spring, 1994
  - Lecturing on infant and adolescent issues for Delnor Community Hospital, community education program
- June, 1993 -  
1<sup>st</sup> January, 1994
- Loyola University Medical Center, Bone Marrow Transplant Unit- 2160 South Avenue, Maywood, IL.***  
Responsibilities:
- Managing adolescent and adult cancer patients admitted for allogeneic or autologous bone marrow transplants.
  - Surgically assisting with bone marrow harvesting and transplant procedures in the operating room
  - Working with an interdisciplinary team to meet the individual and family needs of patients on the bone marrow transplant unit
- June, 1992-  
February, 1993
- Yale-New Haven Hospital/Pediatric HIV Care Program, Yale-New Haven Hospital, 20 York Street, New Haven, CT.***  
Responsibilities:
- Providing specialized, primary health care to children, aged birth to 13 years with HIV exposure and disease
  - Acting as a study coordinator for the National Institute of Health HIV clinical research studies
  - Lecturing and precepting graduate nursing students on the care of patients/families with HIV disease

- January, 1988 -  
June, 1992
- Hartford Hospital, Pediatric Primary Care Center -80 Seymour Street  
Hartford, CT.*  
Responsibilities:
- Offering well-child and acute care to inner city children, aged two weeks to 16 years, in the newborn nurseries and outpatient clinic
  - Precepting graduate nursing students from Yale University and Boston College
  - Acting as nurse consultant for Hartford Hospital Infant, Toddler and Preschool Programs
- June, 1987 -  
November, 1987
- Visiting Nurse Association, Naugatuck Valley - Shelton and New Haven, CT.*  
Responsibilities:
- Providing well-child care at clinics for children aged two months to 5 years
- January, 1984 -  
June, 1988
- Dr. Martin Sklaire- P.O. Box 589, Madison, CT.*  
Responsibilities:
- Providing primary health care to preteen and adolescents in a private pediatric practice, four hours per week
  - Collaborating on mutual interests in school health and sports medicine
- August, 1984 -  
June, 1985
- Hamden High School – 2040 Dixwell Avenue, Hamden, CT.*  
Responsibilities:
- Expanding the 1983/1984, part-time nurse practitioner/trainer role to a full-time position in sports medicine
  - Collaborating with school nurses, administrators and teachers on issues of adolescent health
- August, 1983 -  
July, 1984
- Hamden High School – 2040 Dixwell Avenue, Hamden, CT.*  
Responsibilities:
- Developing a 22.5 hour per week nurse practitioner/trainer position for athletic candidates and athletes at the secondary school level
  - Formulating procedures and policies toward a comprehensive sports medicine program
  - Implementing a sports medicine program including presport medical preparation, treatment of injuries, basic rehabilitation and referral to specialists
- July, 1983 -  
June, 1986
- Toddler Coop - New Haven, CT.*  
Responsibilities:
- Voluntary consulting for a local daycare center housing children aged one to three years

**RESEARCH EXPERIENCE**

November 2008-  
February 2013

*Epilepsy Surgery Program, Neurology Division, Cincinnati Children's Hospital, Cincinnati, OH.*

Responsibilities:

- Participating in data collection for pediatric epilepsy patients with sleep disorders
- Collecting data from the epilepsy surgery data base for use in academic presentations and studies

November, 1990 -  
June, 1991

*Department of Rehabilitation Medicine at New England Medical Center and Tufts University School of Medicine -Boston, MA.*

Responsibilities:

- Collecting normative data for standardization of the Pediatric Evaluation of Disability Inventory; a grant supported in part by the U.S. Department of Education, grant # (H133B80009)
- Initiating and coordinating participation in this multicenter/multistate research project by Hartford Hospital pediatric nurse practitioners

July, 1984 -  
July, 1985 and  
February, 1993

*Hamden Board of Education & Hamden School Health Service - Hamden, CT.*

Responsibilities:

- Co-investigator for the Connecticut State Department of Education grant, "Health Assessments for Handicapped Students", grant # (062-926-08- 121)
- Developing health assessment tools and training school nurses in their use
- Analyzing study results and summarizing findings for the states report

May, 1983 -  
May, 1984

*Yale University School of Medicine - New Haven, CT.*

Responsibilities:

- Interviewing young adults with cystic fibrosis for a study investigating their developmental and psychological needs
- Reviewing interview recordings, interpreting data and consulting with the two chief investigators in preparing the study's results

## TEACHING EXPERIENCE

- August, 1985 -  
May, 1988
- Yale University School of Nursing* – 100 Church Street South, New Haven, CT. 06519
- Responsibilities:
- Program instructor for pediatric nurse practitioner graduate students
  - Lecturing, providing clinical supervision and offering thesis consultation in the areas of primary health care, perinatal management, physical assessment, school health, adolescent health
  - Maintaining a faculty practice of pediatric patients in the Primary Care Center (PCC) at Yale-New Haven Hospital
  - Teaching parenting classes to pregnant adolescents in an inner city secondary school (1985 - 1987)
- March - May -  
1983, 1985, 1987
- Yale University School of Nursing/Program for Non-Nurse College Graduates*-  
New Haven, CT.
- Responsibilities:
- Lecturing on pediatric physical assessment, gastrointestinal, respiratory and urinary problems
  - Supervising nursing students on pediatric rotations at Yale-New Haven Hospital
- October, 1986 -  
January, 1987
- University of Connecticut: Continuing Education Division* - Stamford, CT.
- Responsibilities:
- Co-teaching an eight session, four hour per week, course on pediatric health assessment for pediatric and school nurses
- October, 1984 -  
February, 1985
- Albertus Magnus College* - New Haven, CT.
- Responsibilities:
- Guest lecturing undergraduate classes about general health/fitness maintenance and common sport injuries
- September, 1983 -  
May, 1984
- Southern Connecticut State University* – 501 Crescent Street, New Haven, CT.
- Responsibilities:
- Acting as adjunct faculty member in working with junior year, undergraduate nursing students

**STAFF NURSE EXPERIENCE**

- .7/1980 – 9/1981 (F.T.) *Yale-New Haven Hospital* - New Haven, CT  
9/1981 – 5/1983 (P.T.)  
5/1983- 8/1983 (F.T.) Responsibilities:
- Providing care as a staff and charge nurse on a pediatric research and special care floor for children one month to 18 years of age
- July, 1979 - *Duke University Medical Center* - Durham, NC.  
July, 1980 Responsibilities:
- Acting as a staff nurse, team leader and charge nurse on a pediatric surgical floor with children one month to 20 years of age
  - Working on the hospital's preceptorship program and peer review committee
- January, 1979 - *Staff Builders, Inc., Temporary Nursing Agency* - Boston, MA.  
May, 1979 Responsibilities:
- Working as a nurse's aide in various children's rehabilitative, community, arthritic and large urban hospitals in the greater Boston area
- May, 1978 - *Veteran's Administration Hospital* - Fort Lyons, CO.  
August, 1978 Responsibilities:
- Participating in a nationwide program for students in various healthcare disciplines while offering nursing care and counseling to 25 geropsychiatric patients on a locked ward

**HONORS/AWARDS**

- September, 2004: Diocese of Rockford, IL. - Bishop O'Neill Award in Catechetics
- October, 1989-  
February, 1993: Clinical Instructor Appointment, Yale University School of Nursing,  
May, 1979: The Reverend E.J. Gorman, S.J. Student Organizational Award  
Boston College School of Nursing
- May, 1979: The Reverend Finnigan, S.J. Award, School of Nursing nominee, Boston College
- April, 1978: Sigma Theta Tau, National Honorary Society of Nursing,  
Alpha Chi Chapter, Boston College School of Nursing

**PROFESSIONAL MEMBERSHIP**

2009-present	American Epilepsy Association
2007-2013	Ohio Association of Advanced Practice Nurses
1985 - 1989	American School Health Association
1985 - 1987	Transcultural Nursing Society
1984 - 1991	Connecticut Association of School Health
1984 - 1987	Council on Intercultural Nursing, American Nurses' Association
1982 - present	National Association of Pediatric Nurse Associates and Practitioners
1980 - 1989	Connecticut Nurses' Association
1979 - 1989	American Nurses' Association
1978 - 1993	Sigma Theta Tau, Delta Mu Chapter/Alpha Chi Chapter

**RECENT PUBLICATIONS**

Gonsalves, CH (2016). Nursing role on the epilepsy monitoring unit: a historical perspective. *Journal of Pediatric Epilepsy*, 5(4), accepted for publication May 10, 2016.

Arya, R., Greiner, H.M., Lewis, A., Horn, P.S., Mangano, F.T., Gonsalves C., Holland, K.D. 2014. Predictors of response to vagus nerve stimulation in childhood-onset medically refractory epilepsy. *Journal of Child Neurology*, 29(12): 1652-1659.

Trout, A.T., Larson, D.B., Mangano, F.T., Gonsalves, C.H. 2013. Twiddler syndrome with a twist: a cause of vagal nerve stimulator lead fracture. *Pediatric Radiology*, 43 (12): 1647-1651.

**RESEARCH**

May 1983                      Pediatric Nurse Practitioners and Ethnicity of Clientele: A Study of Attitude, Unpublished master's thesis, Yale University School of Nursing - New Haven, CT., Principal Investigator, self- funded

**RECENT PRESENTATIONS**

- February, 2016 16<sup>th</sup> Annual International Symposium on Congenital Heart Disease. Nursing care for patients with congenital diseases of the aorta: the impact of neurological insult, John Hopkins All Children's Heart Institute, St. Petersburg, FL.
- December, 2014 American Epilepsy Society Annual Conference. Poster presentation: Use of nicotine patch for drug- resistant ADNFLE in children: a case study, Seattle, WA.
- May, 2014 - January, 2016 Bi-annual Epilepsy Course. Pediatric neuro-assessment, Phase I & Phase II epilepsy surgery evaluation and Vagal nerve stimulator therapy. Florida Hospital for Children, Orlando, FL.
- 2013-2014: Lunch & Learn. Topics related to epilepsy in children: safety and care. Florida Hospital for Children, Orlando, FL.

**PROFESSIONAL ACTIVITIES**

- May 2013; May 2014 Medical Mission Trip to Haiti, St. Louis de Nord, to help children and adults with epilepsy and other special needs/neurology concerns, one week each
- February 2012, May 2012 Medical Mission Trip to Haiti, several villages: Port au Prince, Port de Paie, St Louis de Nord, Mole de St Nicholas, three weeks each
- February 2011 Medical Mission Trip to Port au Prince and several villages in Haiti, 10 days
- July 2010-June 2011 APN Coordinating Council, Chair- Elect, Cincinnati Children's Hospital Medical Center
- February, 2008- June 2010 APN Coordinating Council member, Cincinnati Children's Hospital Medical Center

**PROFESSIONAL ACTIVITIES (Cont'd)**

July 2009- June 2010 Medical Center	APN Professional Practice Council, Chair, Cincinnati Children's Hospital
July 2008- June 2009 Hospital Medical Center	APN Professional Practice Council, Chair- Elect, Cincinnati Children's
October, 2007- present Medical Center	APN Professional Practice Council member, Cincinnati Children's Hospital
July 2010- present	APN Web Team member, Cincinnati Children's Hospital Medical Center
February 2004, 2005, June 2006, February 2007	Medical Mission Trip to Montanuela, Honduras to assist with medical care provision to children in region
1997, 1999	Breastfeeding Advisory Committee, Delnor Community Hospital, Geneva IL.
1996	Diabetes Pathway Committee, Delnor Community Hospital, Geneva IL.
1990 – 1992	Nursing Research Committee, Hartford Hospital, Hartford, CT.
1990 - 1992 CT.	Differentiation of Nursing Practice Task Force, Hartford Hospital, Hartford,
1987 - 1991	Corresponding Secretary, Delta Mu Chapter, Sigma Theta Tau, Yale University
1985 - 1988	Recruitment Committee, Yale University School of Nursing
1985 - 1987	Treasurer, Connecticut Association of School Health
1986 - 1987	Chairperson, Nominating Committee, CT. Nurses' Association
1985 - 1987	Committee Member, Nominating Committee, CT. Nurses' Association

**COMMUNITY INVOLVEMENT**

April 2013, April 2014 March 2016	Epilepsy Foundation, Annual Walk, Orlando, FL.
April 2013, April 2014 April 2015, March 2016	Participant in 5K for Organ Donation, Longwood FL.
April 2013	Participant in St. Margaret Mary Church Hunger Project, Winter Park FL.
Fall 2010, Fall 2012	Leader and participant in epilepsy surgery reunion for children/families, Cincinnati Children's Hospital Medical Center, Cincinnati, OH.

**COMMUNITY INVOLVEMENT (Cont'd)**

- October 2009, 2010 Participant in "Cincinnati Walks for Kids", Cincinnati, OH
- Winter 2008 Team Leader, American Heart Association, Mercy Mini Marathon, Cincinnati, OH.
- Summer 2005, 2006 Leukemia Society, Illinois Chapter, Team in Training Cyclist/Fundraiser  
Participant in the 2005 and 2006 Apple Cider Century (100 mile) Cycling  
Criterion
- 1994 - 2007 Catechist, Children's Liturgy Presenter, Lector and Eucharistic Minister,  
Holy Cross Parish, Batavia, IL.
- 1994-present Monthly sponsor for children in Mercy Home for Boys and Girls, Chicago, IL.
- 1991 - 1993 Engaged Encounter, Diocesan Coordinator, Family Life Office,  
Hartford Diocese, Hartford, CT.
- 1987-1993 Engaged Encounter volunteer team member in creating and managing  
weekends in diocese, Hartford Diocese, Hartford, CT.
- 1986 - 1989 Community Soup Kitchen and Columbus House Shelter - New Haven, CT.  
Volunteer worker - meal preparation and service
- 1979 - present World Vision International, monthly financial sponsor for two children
- 1979 - 1986 Boston College Alumni Admissions Council, Interviewer for area applicants

**REFERENCES**

Available upon request.

## **Brian M. Beals, MD, FAAP**

### Work Address

Coos County Family Health Services  
2 Broadway Street  
Gorham, NH 03581  
(603) 466-2741  
(603) 466-2953 (fax)  
E-mail: [bbeals@ccfhs.org](mailto:bbeals@ccfhs.org)

### Licensure

New Hampshire - #9177

### Certifications

American Board of Pediatrics, 1994-2001; Re-certified, 2001-2008, 2008-2015, current MOC cycle through 2025

### Education

BS with Honors, University of Notre Dame, IN, 1983-1987  
MD, Jefferson Medical College, Philadelphia, PA 1987-1991

### Postdoctoral Training

Pediatrics Residency  
Dartmouth-Hitchcock Medical Center, Lebanon, NH 03756, 1991-1994

### Professional Experience

Pediatrician, Coos County Family Health Services, Gorham, NH, September 1994-present

### Teaching Experience

Hospital-based NRP Instructor, 1996-present  
PALS Instructor, 1999-present  
Office and hospital-based community preceptor for Geisel School of Medicine at Dartmouth and UNECOM students; Physician Assistant students from University of New England, Massachusetts College of Pharmacy and Health Sciences, and Franklin Pierce University; and Nurse Practitioner students from UNH

### Faculty Appointments

Clinical Associate Professor of Pediatrics, Geisel School of Medicine at Dartmouth, Hanover, NH  
Assistant Professor of Clinical Pediatrics, University of New England College of Osteopathic Medicine, Biddeford, ME  
Adjunct Clinical Faculty, University of New England, Physician Assistant Program, Biddeford, ME  
Clinical Professor, School of Physician Assistant Studies at Massachusetts College of Pharmacy and Health Services, Manchester, NH

Assistant Affiliate Faculty, College of Health and Human Services at the University of New Hampshire, Durham, NH

#### Awards

Volunteer Clinical Faculty Award, AOA Honor Medical Society, Dartmouth Med School, 2002  
Manchester Union Leader, 40 under 40, Class of 2005  
Master Preceptor Award, University of New England, 2007  
Everyday Hero Award, Child Advocacy Center of Coos County, 2009  
New England Rural Clinician Award, NERHRT, 2012  
Certificate of Appreciation for commitment to Preceptorship, NCHC, 2016  
Outpatient Pediatric Preceptor Award, Geisel School of Medicine at Dartmouth, 2018  
Preceptor of the Year Award, Franklin Pierce University PA Program, 2019  
Special Achievement Award for Distinguished Service and Dedication to the Mission and Goals of the Academy, AAP, 2019

#### Hospital Affiliations

Active Staff, Androscoggin Valley Hospital (AVH), 59 Page Hill Road, Berlin, NH 03570, 1994-present  
    President of Medical Staff 2008-2009  
    Medical Director, Pediatric and Nursery Services, ongoing  
    Credentials Committee, 2014-present

#### Professional Society Memberships

Fellow, American Academy of Pediatrics, since 1995  
New Hampshire Pediatric Society, since 1991  
- Child Abuse/Neglect Committee (CAPP Network), since 2002  
- Executive Council, Sept 2018-present

#### Community Activities

Board of Directors, CAC of Coos County, currently President  
Community Preceptor Education Board (Dartmouth Medical School), Chair 2007-2008, currently inactive  
Clinical Consultant to NH State Lead Program  
NH PIP Developmental Screening Advisory Committee  
Board of Directors, NH Children's Trust, 2020

#### Clinical Interests

General Pediatrics  
Type I Diabetes  
- Coordinator of local satellite of national Diabetes Prevention Trial (DPT-1)  
- Volunteer medical staff at Camp Carefree every summer since 1991  
Child Abuse/Neglect  
Neonatology

# Kiersten R. Robert, RN, BSN

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## EDUCATION

- 05/2020     **Anticipated Master of Science, Nursing**, Rivier University, Nashua, NH  
Family Nurse Practitioner Program
- 05/2013     **Bachelor of Science, Nursing**, Saint Anselm College, Manchester, NH  
Honors: Summa Cum Laude

## CLINICAL EXPERIENCE

01/2020-05/2020

**Family Medicine**, Dartmouth-Hitchcock, Bedford NH

- 110 hours of clinical experience
- Focus on pediatric and adult populations
- Comprehensive physical exams, chronic disease management, Medicare wellness visits, acute same day visits, referrals to DH specialists, health promotion and health maintenance screening in accordance with the U.S Preventive Services Task Force

**Urgent Care**, Dartmouth-Hitchcock, Nashua NH

- 90 hours of clinical experience
- Focus on acute care visits for pediatric and adult patients in a fast paced walk-in clinic setting
- Triageing patients based on acuity level, focused physical exams, referrals to DH specialists, laboratory testing, electrocardiogram and radiography interpretation, skilled procedures, and pharmacotherapy

09/2019-12/2019

**Primary Care Pediatrics**, Children's Hospital at Dartmouth-Hitchcock (CHaD), Manchester NH

- 167 hours of clinical experience
- Focus on pediatric population: newborn through 21 years
- Acute same day visits, comprehensive well child exams, sports physicals, pre-op exams, health maintenance, disease prevention, immunization recommendations, and anticipatory guidance provided in accordance with the American Academy of Pediatrics

**Obstetrics/Gynecology**, Dartmouth-Hitchcock, Nashua NH

- 71 hours of clinical experience
- Focus on adolescent and adult women's health
- Prenatal and postpartum care, gestational diabetes, contraception counseling, Pap/HPV screening, STD screening and management with use of microscopy, preventative care

01/2019-05/2019

**Internal Medicine Pediatrics**, Dartmouth-Hitchcock, Manchester NH

- 100 hours of clinical experience
- Focus on pediatric and adult populations (including patients with complex health care needs)
- Chronic disease management, comprehensive physical exams, women's health, referrals to DH specialists, health promotion and health maintenance screening in accordance with the U.S Preventive Services Task Force

## PROFESSIONAL EXPERIENCE

### **Dartmouth-Hitchcock, Manchester NH**

01/2018 - present

#### **Registered Nurse, Urgent Care**

- Demonstrate the ability to multitask by supporting providers and caring for patients in a fast paced walk-in clinic setting averaging 70-plus patients per day
- Tasks include: IV therapy and placement, mediport access, pharmacotherapy, wound care, orthopedic care, electrocardiogram testing, point of care testing, result reporting, and triage
- Responsibilities also include responding to any emergency codes that occur on the Dartmouth-Hitchcock campus

04/2016-01/2019

#### **Registered Nurse, Child Advocacy and Protection Program (CAPP)**

- Assist nurse practitioners with evaluating children who are suspected victims of child maltreatment

11/2015-12/2017

#### **Registered Nurse, Pediatric Pulmonology**

- Perform telephone triage for patients at home and provide clinical assessments in the office
- Educate patients and family members on asthma symptoms and proper management
- Perform pulmonary function testing on patients 5 years of age and older in the office
- Provide care coordination to adult and pediatric cystic fibrosis patients with complex care needs

### **Children's Hospital at Dartmouth-Hitchcock (CHaD) Medical Center, Lebanon NH**

05/2015-11/2015

#### **Charge Nurse, Inpatient Pediatric and Adolescent Unit**

- Support needs for inpatient floor staff and be a resource for other nurses
- Coordinate timing and room selection for patients being admitted
- Facilitate patient discharges with the healthcare team

09/2014-11/2015

#### **Nurse Preceptor, Inpatient Pediatric and Adolescent Unit**

- Orient and educate new graduate nurses and newly hired nurses to the inpatient floor

09/2013-11/2015

#### **Registered Nurse, Inpatient Pediatric and Adolescent Unit**

- Provide autonomous application of knowledge and clinical skills for pediatric patients (newborn to adolescent) with complex diagnoses
- Demonstrate ability to prioritize and multitask in high demand situations
- Utilize effective communication strategies to enhance comfort and address concerns of patients and families
- Responsibilities included: providing care for up to a 5-patient assignment, medication administration, chemotherapy administration, head to toe assessments, IV maintenance & blood draws, and providing patient & family education

## LICENSURE

- **Registered Nurse New Hampshire:** License No. 068064-21 (Expiration 12/2020)
- **APRN-FNP Certification New Hampshire:** (anticipated after completion of program 05/2020)

## CERTIFICATIONS

- **Advanced Cardiovascular Life Support (ACLS):** (Expiration 08/2020)
- **Basic Life Support (BLS):** (Expiration 08/2021)
- **Pediatric Advanced Life Support (PALS):** (Expiration 01/2021)
- **Certified Asthma Educator (AE-C):** (Expiration 02/2024)
- **Certified Pediatric Nurse (CPN):** (Expiration 02/2021)

## Curriculum Vitae

Patricia T. Glowa, MD

Community Health Center  
1 Medical Center Drive  
Lebanon, NH 03766  
(603) 650-4000

**Date of Birth:** June 24, 1950  
**Place of Birth:** Middlebury, Vermont  
**SSN:** 545-80-6642  
**Email:** Patricia.T.Glowa@Hitchcock.org

### **Education:**

1973-1977 Harvard Medical School, Boston, MA, M.D.  
1971-1973 City College of the City University of New York, NY, B.A.  
1967-1970 McGill University, Montreal, P.Q., Canada, English major

### **Post Doctoral Training:**

1997-1998 National Institute for Program Director Development,  
Association of Family Practice Residency Directors  
1993-1994 Faculty Development Fellowship, Department of Family  
Medicine, University of North Carolina - Chapel Hill  
1979-1980 Co-Chief Resident, Family Medicine Program, Highland  
Hospital, Rochester, NY  
1977-1980 Internship and Residency in Family Medicine, Highland  
Hospital, Rochester, NY

### **Licensure and Certification:**

1980, certified Diplomate, American Board of Family Practice  
1986, 1992, 1998,  
2004 Recertified, American Board of Family Practice  
1980-present New Hampshire license for medicine and surgery, lic. no. 6250  
1978-2011 New York license for medicine and surgery, lic. no. 134698  
1983-present Vermont license for medicine and surgery, lic. no. 6920  
1991-1995 North Carolina license for Medicine, lic. no. 33831  
1997-present Approved ALSO (Advanced Life Support in Obstetrics) Instructor

### **Academic Appointments:**

2003-present Assistant Professor, Department of Pediatrics, Dartmouth Medical  
School  
1995-present Assistant Professor, Department of Community & Family  
Medicine, Dartmouth Medical School

- 1992-1995 Clinical Assistant Professor, Department of Community & Family Medicine, University of North Carolina, residency faculty
- 1991-1992 Clinical Instructor of Family Medicine, University of North Carolina, 1991-1995
- 1980-1991 Adjunct Assistant Professor of Clinical Community and Family Medicine, Dartmouth Medical School

**Major Professional Positions:**

- 1995-2000 Residency Program Director, NH Dartmouth Family Practice Residency Program, Lebanon, NH
- 1995-1998 Medical Director, Community Health Center, Hanover, NH
- 1992-1995 University of North Carolina - Chapel Hill, Department of Family Medicine, Clinical Assistant Professor; Team Leader - Family Practice Center
- 1991-1992 Haywood - Moncure Health Center, Moncure, NC, practice of Family Medicine
- 1980-1991 Monroe Clinic, Monroe, NH, partnership private practice of Family Medicine with Donald Kollisch, M.D.

**Other Professional Positions:**

- 1995-present Attending Staff, Dartmouth-Hitchcock Medical Center
- 1993-1995 Associate Director, Family Practice Center, Department of Family Medicine, University of North Carolina - Chapel Hill
- 1991-1995 Attending Staff, University of North Carolina Memorial Hospitals
- 1980-1991 Active Staff, Cottage Hospital, Woodsville, NH
- 1983 President, Medical Staff, Cottage Hospital, Woodsville, NH
- 1998-present Sexual Abuse Evaluation Clinic (Child Advocacy and Protection Program), Co-Founder and Attending Physician, Dartmouth Hitchcock Medical Center, Lebanon, NH
- 1995-present Sexual Abuse Examiner, Dartmouth-Hitchcock Medical Center, Lebanon, NH
- 1991-1995 Attending Physician of the University of North Carolina Child Medical Evaluation Program (a referral and training clinic on child abuse for the State of North Carolina)
- 1987-1988 Sexual Abuse Team, Division Children & Youth Services, Department of Welfare, Littleton, NH
- 1984-1991 Sexual Abuse Examiner, Division Children & Youth Services, Department of Welfare, Littleton, NH

**Committees:**

- 2001-2004 Steering Committee, Child Advocacy Center, Grafton and Sullivan Counties, New Hampshire
- 2000-2004 Advisory Board, Child Advocacy Center at the Family Place, Norwich, Vermont

1999-2010	CARE Network, New Hampshire statewide group of child sexual abuse examiners, meetings for education and case review
1999-present	Child Advocacy and Protection Program, Dartmouth Hitchcock Medical Center, Lebanon, NH
1998-1999	Children At Risk Team, Dartmouth Hitchcock Medical Center, Lebanon, NH

**Memberships:**

1980-present	American Academy of Family Practice
1991-present	Society of Teachers of Family Medicine
1992-2000	American Medical Women's Association
1993-present	American Professional Society on the Abuse of Children
1995-2000	Association of Family Practice Residency Directors

**Teaching Experience and Responsibilities:**

3/2004	Pelvic exam training for prospective SANE nurses
2003-2007	Training in child sexual abuse evaluation to DCYF (Division of Children, Youth and Families) workers, State of NH
1999-2003	Invited presentations on child sexual abuse to community hospitals in northern New Hampshire (five)
1992-2008	Conference presentations and skills training workshops on evaluation of child sexual abuse, domestic violence, ALSO (Advanced Life Support in Obstetrics) and other women's health topics to family medicine residents and faculty, medical students, medical and nursing staff of community hospitals, and residents in other departments (internal medicine, obstetrics & gynecology), four to ten presentations per year
1992-1995	Child Medical Evaluation Program: UNC referral sexual abuse clinic, teaching residents and students in a referral clinic

**Additional Training:**

2018-present	Monthly CAPP case review - education and quality assurance
4/11/19	Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours
4/11/17	Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours
4/19/16	Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours

- 4/9/15 Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours
- 4/18/14 Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours
- 4/11/13 Dartmouth-Hitchcock Medical Center Conf - Shield Our Children From Harm, 5.25 CME hours
- 1/28-31/13 San Diego Int'l Conf on Child and Family Maltreatment, San Diego CA, 22.5 CME hours
- 9/20-21/12 Harvard Medical School Conf. on Pediatric and Adolescent Gynecology, 9 CME hours
- 1/23-26/12 San Diego Int'l Conf on Child and Family Maltreatment, San Diego CA, 28.5 CME hours
- 1/22-23/12 APSAC Pre-conference, Advanced Medical Training for Child Sexual Abuse Evaluation, San Diego CA, 10.5 CME hours
- 9/22-23/11 Harvard Medical School Conf. on Pediatric and Adolescent Gynecology, 16 CME hours
- 4/26/11 Dartmouth-Hitchcock Med. Ctr. Conf. - Shield Our Children From Harm, 5 CME hours
- 9/23-24/10 Harvard Medical School Conf. on Pediatric and Adolescent Gynecology, 15.25 CME hours
- 4/15/10 Dartmouth-Hitchcock Med. Ctr. Conf. - Shield Our Children From Harm, 5 CME hours
- 4/6/09 Dartmouth-Hitchcock Med. Ctr. Conf. - Shield Our Children From Harm, 5 CME hours
- 10/4-5/07 Harvard Medical School Conf. on Pediatric and Adolescent Gynecology, 18.25 CME hours
- 4/3/07 Dartmouth-Hitchcock Med. Ctr. Annual Conf. on Child Abuse and Neglect, 6.25 CME hours
- 4/3/06 Dartmouth-Hitchcock Med. Ctr. Annual Conf. on Child Abuse and Neglect, 4.25 CME hours
- 1/23/06 San Diego International Conf. on Child/Family Maltreatment, 28.50 CME hours
- 3/31/04 MacNamee Memorial Conf. - Impact of Domestic Violence on Children, Dr. Robert Kinscherff, DHMC, 5.0 CME hours
- 4/15/04 Community Focus on Child Abuse 2004, DHMC, 4 CME hours
- 10/21-25/02 Advanced Training on Child Sexual Abuse Examinations, Calif. Chapter 4 American Academy of Pediatrics, 35 CME hours, Orange, Calif.

- 3/13-16/01 17<sup>th</sup> Annual Symposium on Child Sexual Abuse, National  
Children's Advocacy Center, 13.50 CME hours, Huntsville,  
Ala.
- 11/13-15/00 Third Annual Northeast Child Maltreatment Conference, Tufts  
Univ. School of Medicine, 14.5 CME hours, Providence, RI
- 1999-present CARE Network meetings, quarterly case review and education
- 3/27-28/95 Expert Medical Evaluation in Child Physical and Sexual Abuse,  
Wake AHEC, 11 CME hours, Raleigh, NC

rev. 8/22/20

COLLEGE OF MEDICINE CURRICULUM VITAE

Resmiye Oral, MD

August 2, 2019

**I. EDUCATIONAL AND PROFESSIONAL HISTORY**

**A. List of institutions attended, certification and licensure**

<u>Institution</u>	<u>Years</u>	<u>Course of Study and Degree/Title</u>
Ege University Medical School, Izmir, Turkey (one of the top five medical schools in Turkey)	1977-83	Medicine, MD #3450 (07/20/83)
Dr. Behcet Uz State Teaching Hospital for Children. Izmir, Turkey (largest pediatric teaching hospital in Turkey)	1985-89	Residency (Pediatrics) (12/07/89)
Cornell Medical Center, New York, NY	6/92-7/92	Externship, NICU
Ege University Medical School	1994-96	Fellow, Neonatology (03/11/97)
Ohio State University	1998-99	Fellow, Child Abuse & Neglect (06/30/99)
Long Island College Hospital, New York, NY	1999-01	Resident, Pediatrics (06/30/01)

**Certification**

American Board of Pediatrics Last renewal: 2008	10/16/01	073652
American Board of Pediatrics, Child Abuse Pediatrics	11/15/11	244

**Additional training**

Stress reduction by Mindfulness (x2)	2002 and 2014
4 Live-Well Courses (4 sessions each) on Self-Care	6/2017-5/2018

**Licensure**

	<u>Year</u>	<u>Number</u>
Turkish Ministry of Health (Medicine)	7/20/83	34159
Turkish Ministry of Health (Pediatrics)	12/7/89	27939-34159
Turkish Ministry of Health (Neonatology)	6/18/97	42386-34159
Iowa permanent license (Medicine) Last renewal: 2018	2/14/01	33914
New Hampshire permanent license (Medicine)	4/03/19	19600

**DEA**

Federal DEA, Last renewal: 2018	2001-date	BO7199715
Iowa DEA, Last renewal: 2018	2001-date	1240001

**B. Professional and academic positions held**

<u>Year</u>	<u>Title</u>	<u>Location</u>
1983-85	Director, Family Physician (Responsibilities: supervising 9 rural community health centers)	Burhaniye Mother and Child Health Care Center Burhaniye, Balikesir, Turkey
1989-94	Attending pediatrician (Responsibilities: teaching, research, clinical/inpatient services)	Dr. Behcet Uz State Teaching Hospital for Children, Division of Neonatology, Izmir, Turkey
1996-98	Deputy Division Director (Responsibilities: teaching, research, clinical/inpatient services)	Dr. Behcet Uz State Teaching Hospital for Children Division of Emergency/Critical Care, Izmir, Turkey
2001-06	Clinical Assistant Professor of Pediatrics	U of I Carver College of Medicine, Dept. of Pediatrics, Division of General Pediatrics & Adolescent Medicine, Iowa City, IA
2001-date	Director, Child Protection Program	U of I Hospitals and Clinics, Iowa City, IA
2003-06	Child Abuse Specialist	U of I, Child Health Specialty Clinics, Wapello County Clinic, Ottumwa, IA.
2006-2010	Clinical Associate Professor of Pediatrics	U of I Carver College of Medicine, Dept. of Pediatrics, Division of General Pediatrics & Adolescent Medicine, Iowa City, IA
2010-2019	Clinical Professor of Pediatrics	U of I Carver College of Medicine, Dept. of Pediatrics, Division of General Pediatrics & Adolescent Medicine, Iowa City, IA
2019-date	Clinical Professor of Pediatrics	Geisel School of Medicine, Dept. of Pediatrics, Division of General Pediatrics, Lebanon, NH
2019-date	Director, Child Advocacy & Protection Program	Children's Hospital at Dartmouth and Dartmouth Hitchcock Medical Center

**C. Honors, awards, recognitions, outstanding achievements**

1997	\$15,000 scholarship from Rotary International Foundation for 9-month training on Child Abuse & Neglect
1998	\$20,000 scholarship from Turkish Ministry of Health for 6-month training on Child Abuse & Neglect
1998	\$15,000 scholarship from Humphrey Mid-Career Fellowship Program for 10-month Training on Child Abuse & Neglect (I had to decline due to inconvenience of institution).
2008	Poster titled "The efficacy of hair and urine confirmatory testing in suspicious pediatric burn injuries" won best overall and best in category at the 40 <sup>th</sup> American Burn Association Convention.
2009,2016	Nominated and selected as one of the "Best Doctors in America": <a href="http://www.uihealthcare.com/about/bestdoctors.html">http://www.uihealthcare.com/about/bestdoctors.html</a>
2010	Invited to be the senior consultant and instructor for the Ministry of Health on the "Child Protection Center" pilot project in Ankara, Turkey
2013	\$18,000, Provost's Global Forum Award to organize training activities on local, regional, national, and global nature of adverse childhood experiences and child abuse and neglect

- 2015 Nominated for FCP IV Teaching Award.
- 2015 Article co-authored by me titled "Epidemiology of adverse childhood experiences in three provinces of Turkey" won the best article of the year in Turkey at the National Pediatric Association Annual Conference.
- 2015 Through a competitive process, I was selected as a master trainer candidate to train trainers in Iowa on childhood adversity and trauma informed care by "ACEs Interface Initiative" national program
- 2015-2020 Fulbright scholar award to collaborate with international education/research institutions to implement multidisciplinary systems building in developing countries (I spent 3 and 2 weeks in Greece over two visits in 2016 and 2018)

## II. TEACHING

### A. Teaching assignments on semester by semester basis

- 2001-03 General Pediatrician at U of I, College of Medicine, Dept. of Pediatrics, Division of General Pediatrics & Adolescent Medicine, Iowa City, IA. I staffed and taught medical students and residents 4-6 half days a week in acute care, diagnostic, residency continuity care clinics, and medical students during mobile clinic sessions that I volunteered for.
- 2001-date Director of Child Protection Program at U of I, Carver College of Medicine, Department of Pediatrics, Iowa City, IA. Classroom teaching on Child Abuse & Neglect: M1: 1 hr/2-3 years, M2: 1 hr/year; M3: 1 hr/6-12 wks (online since 2008), Mixed Medical students 1-2 hr/year, office/bedside/clinical teaching on General Pediatrics and Child Abuse & Neglect M1-M2: 4-8 half days/year, M3-M4: 3-6 hr/week, pediatric residents and fellows 10-12 hrs/week and; residents from orthopedics, surgery, neurosurgery, and emergency medicine 1-2 hr/week
- 2003-10 General Pediatrician at U of I, Carver College of Medicine, Department of Pediatrics, Division of General Pediatrics and Adolescent Medicine, Iowa City, IA. I staffed and taught residents and medical students 2 half days/w in acute care, diagnostic, residency continuity care clinics.
- 2005-10 I staffed and taught pediatric residents/fellows during Child Protection Rotation: 8 hr/month
- 2005-date I staff and teach M4 students during elective Child Protection Rotation: 1-2 months/year
- 2010-2011 I staffed and taught pediatric residents during Community Pediatrics Rotation: 1 week/month
- 2011-date I staff and teach pediatric residents during Child Protection Rotation: 4 weeks/resident, 9-10 residents a year
- 2014 152:160 Global Health Seminar - Challenges to Child Health Globally for undergraduates through CLAS: 3 semester hours (devised the course and co-instructed)

### B. Graduate students supervised

- 7/02-12/05 Riad Rahhal, Huda Elshelshari pediatric residents, "Cervical fracture due to inflicted trauma in a hypotonic child" (Published # 20 in Pediatric Emergency Care)
- 4-8/03 Jill Goodman and Anna Floryanovich, medical students (M1), working on a research project on pediatric falls, published # 23 in the Turkish Journal of Pediatrics)
- 1-8/04
- 7/03 Figen Sahin, Assistant Professor of Pediatrics, Gazi University Medical School, Ankara, Turkey, supervised during visiting professorship at the Child Protection Program, U of I, published # 26 and 27 as a result of this training and subsequent collaboration
- 1-9/04 Scott Easton, graduate student in social work, working on a research project on "Parental illicit substance use in cases confirmed for child abuse & neglect in Johnson county, Iowa"
- 1/04-12/05 Rebecca Mueller and Waseem Ahmed, medical students (M1), working on a research project on "Intrauterine illicit drug exposure risk factors in mother/infant dyads at the UIHC delivery population" (Oral presentation at 19<sup>th</sup> San Diego Conference on Child Maltreatment 1/25-28/2005, San Diego, CA, submitted to Journal of Child Abuse & Neglect: # 32)
- 3-12/05
- 3/05-9/06 Tara Strang, graduate student in social work, working on a research project on on "Intrauterine illicit drug exposure risk factors in mother/infant dyads at the UIHC delivery population" and "Surveillance of neonatal illicit drug screening protocols utilized in hospitals providing delivery services in Iowa" (Published # 22 in Journal of Perinatology)

- 4-12/06 Huda Elshelshari and Gwen Erkonen (pediatric residents) and Munevver Turkmen and Fatih Yagmur (visiting professors from Turkey) working on a research project on "Fatal Abusive Head Trauma cases: Consequence of medical staff missing milder forms of physical abuse" (Published # 24 in Journal of Pediatric Emergency Care)
- 8/05-1/06 Fatih Yagmur, Assistant Professor of Forensic Medicine, Erciyes University Medical School, Kayseri, Turkey, supervised during mini-fellowship at the Child Protection Program, U of I, published # 26 as a result of this training and subsequent collaboration
- 2006-date 1-3 medical student/year, supervised during 4-week elective rotation with Child Protection Program, U of I
- 2007-10 Amanda Reedy, Heather Pontasch, and Andrea Austin (graduate social work and medical students), working on a research project on "Impact of in-service training on staff compliance with the new hospital protocol for perinatal illicit drug use" (Presented as a virtual poster at the 10<sup>th</sup> Helfer Society Annual Meeting, April 18-21, Philadelphia, PA, published # 42)
- 2008-10 Mentoring Andrea Austin and Elizabeth Vanderah (medical students) on "Service with Distinction" project on Shaken Baby Prevention at Pediatrics and Family Practice Clinics, Medical Student Curriculum Program, and Pediatric and Family Practice Residency Programs in Iowa
- 2008-09 Jacob Buhrow (MPH student) and Abraham Assad (medical student), working on a research projects on "Prevalence of illicit drug exposure among children evaluated for child abuse and neglect" (Published # 33)
- 6-10/09 Erin Schrunk and Jamie Carlyle (medical students) on "Impact of in-service training on staff compliance with the new hospital protocol for perinatal illicit drug use" (Presented as a virtual poster at the 10<sup>th</sup> Helfer Society Annual Meeting, April 18-21, Philadelphia, PA, published # 42)
- 11/09-3/10 Sunay Firat, Assistant Professor of Psychology, Cukurova University Medical School, Adana, Turkey, supervised as a visiting professor at the Child Protection Program, U of I
- 2009-date Teresa Magalhaes, Professor of Forensic Medicine from Porto University on establishing child advocacy center model and forensic interview techniques in Portugal (Published two review papers #44 & 61 and two book chapters #4 & 5)
- 4-8/10 Carole McCalahan, (M1) on "Incidence of Abusive Head Trauma in Iowa"
- 6-9/10 Serpil Yaylaci, Assistant Professor of Emergency Medicine on "Abusive Head Trauma in Turkey: Are we missing cases?" (Presented in Shaken Baby Syndrome Conference, September 12-14, 2010)
- 2010-11 Kristen Joegerst, Marvina Roebbeck, Helen Pope (undergraduate students) on "Impact of in-service training on staff compliance with the new hospital protocol for perinatal illicit drug use" (Presented as an abstract at the Governor's Prevention Conference in Des Moines Iowa in April 2011 and in 11<sup>th</sup> Helfer Society Annual Meeting, April 5-6, 2011, and published # 42)
- 11/10-5/11 Feyza Koc, Assistant Professor of Pediatrics, Ege University Medical School, Izmir, Turkey, supervised as a visiting professor at the Child Protection Program, U of I (published two original research #37 & 42 and one case presentation #35)
- 2010-2013 Naem Zafar, Pediatrician, Pakistan Child Abuse Prevention Society (PACHAAN), director, on an I-CATCH grant from AAP to train medical staff on recognition and management of child abuse and neglect
- 1-2/11 Patricia Jardim, Associate of Forensic Medicine, University of Porto, Porto, Portugal, supervised as a visiting professor at the Child Protection Program, U of I (Published one review paper #44 and two book chapters #4 & 5)

- 1-9/11 Carlos Pexioto, PhD in Psychology, University of Porto, Porto, Portugal, supervising on forensic interview techniques and its implementation in Portugal
- 2011-date  
2014 1 pediatric intern/month supervised over 4 weeks of child abuse rotation.  
Caitlyn Owens, Graduate social work student and Victoria Roeder, MS-I on a research project titled "Hair toxicology in children evaluated for abuse and neglect"
- 2014 Nicole Del Castillo, Child Psychiatry fellow doing an 8 week elective rotation with the child protection program
- 2-3/14 Ozlem Bag, Pediatrician, Behcet Uz Children's Hospital, Izmir, Turkey, supervised as a visiting professor at the Child Protection Program, U of I
- 3-4/14 Betul Ulukol, Professor of Pediatrics, Ankara University Medical School, Ankara, Turkey, supervised as a visiting professor at the Child Protection Program, U of I (Published two review papers #38 & 41)
- 1-12/15 Stephanie Nakada (M-1), Devin McKissic (M-1), Greta Dahlberg (M-1), supervised on a project of implementing trauma informed care at the Child Assessment Clinic, U of I: The latter won "Award for excellence in pediatric clinical research" on this project
- 1-5/15 Stephanie Nakada (M-1), Amy Walz (M-3), Angela Kuntz (M-4) supervised on a review article on Adverse childhood experiences and trauma informed care published # 50
- 7/15-2/16 Jason Miller, MD, supervised as a child psychiatry fellow on rotation with the Child Protection Program
- 7/15-8/15/15 Miguel Eduardo Barrios, Professor of pediatrics, supervised as a visiting professor at the Child Protection Program, U of I
- 3/15-6/16 Marissa Robinson (M-1), supervised on a project of implementing child abuse management systems building in Jamaica
- 9/15-6/18 Clayton Long (M-1 through 4), Angela Lee (M-1 through 4), Devin McKisic (M-1 through 4), Greta Dahlberg (M-1 through 4) on service distinction track on Trauma Informed Care Implementation at the UIHC
- 1/1-9/30/16 Clayton Long on a research project on implementation of trauma informed practices at the UIHC ETC, summer research program (submitted manuscript for publication 2018)
- 2/17-5/18 Victoria Roeder, MS-III during her elective rotation with my program collecting data on the second line of research to evaluate the family wellbeing assessment model in my clinic (submitted manuscript for publication 2018)
- 4/18-5/19 James Chambliss, MD-MPH student, Sarah Kottenstette, MS-I, Kasra Zarei, MS-II mentoring on the second line of research to evaluate the family wellbeing assessment model in my clinic (submitted manuscript for publication 2019)
- 1/1-7-10/19 Emma Greimann, MS-I, supervised as a research assistant on a research project (Knowledge of healthcare staff on adverse childhood experiences and trauma informed care) with data collection and data analysis (submitted manuscript for publication 2019)
- 18-6/20 Rachel Segal, Pediatric resident, mentoring on preparation for child abuse pediatrics fellowship.
- 6/18-6/20 Rachel Segal and Meaghan Reaney, Pediatric residents co-mentoring on a research project on trauma epidemiology in children seen in the ER multiple times a year
- 1/19-6/20 Kasra Zarei, MS-II, co-mentoring on a research project on trauma epidemiology in children seen in the ER multiple times a year and mentoring on a review paper (Trauma Informed Care Implementation in health care setting) and a case presentation publication (Hypophosphatasia and child abuse differential diagnosis in an infant) (both submitted for publication 2019)

### C. Other contributions to institutional programs

#### 1. Institutional conferences, grand rounds, journal clubs

College of Medicine Curriculum Vitae  
Resmiye Oral, MD

7

3/12/02	Child Protection Program at the U of I: Clinical guidelines for mandatory reporters, U of I, Department of Social Work	Iowa City, IA
4/29/02	Clinical guidelines for the Child Protection Program at the UIHC, Grand Rounds at Center for Disabilities and Development, U of I	Iowa City, IA
6/16/02	Child Protection Program at Children's Hospital of Iowa, Referring Physicians' Advisory Council annual meeting	Iowa City, IA
8/2/02	Child Protection Program at the U of I: Clinical guidelines for mandatory reporters, Grand Rounds, Department of Pediatrics, U of I	Iowa City, IA
11/20/02	Management of cases with acute sexual assault, In-service training, Division of General Pediatrics and Adolescent Medicine, Department of Pediatrics, U of I	Iowa City, IA
4/16/03	Domestic Violence: American Medical Women's Association, Noon lecture to medical students (MS1, MS2), U of I	Iowa City, IA
6/18/03	Utilization of sexual assault kit in pediatrics. In-service training, Division of General Pediatrics and Adolescent Medicine, Department of Pediatrics, U of I	Iowa City, IA
9/26/03	Management of drug endangered children: How to improve neonatal drug screening at the UIHC, Neonatology Faculty Noon Conference	Iowa City, IA
10/8/03	How to improve neonatal drug screening at the UIHC, Neonatology nursing staff continuing education U of I	Iowa City, IA
3/31/04	Inflicted fractures, UI students serving at Mobile Clinics of UIHC U of I	Iowa City, IA
4/21/04	Health system in Turkey and its problems to Global Medicine Society medical student members, U of I	Iowa City, IA
10/6/04	Drug endangered children Part 1, In-service training at the Division of General Pediatrics & Adolescent Medicine, U of I	Iowa City, IA
11/3/04	Drug endangered children Part 2, In-service training at the Division of General Pediatrics & Adolescent Medicine, U of I	Iowa City, IA
12/3/04	Drug endangered children and community response-I, Grand Rounds, Department of Pediatrics, U of I	Iowa City, IA
4/29/05	Neonatal Screening Protocol at the UIHC, Neonatology Meeting, U of I	Iowa City, IA
10/26/05	Drug endangered children and medical management at the UIHC, Family Care Center Monthly Area Clinic Directors Meeting, U of I	Iowa City, IA
11/4/05	Hair and sweat screening for illicit drugs to Chemical Dependency Treatment Unit staff, U of I	Iowa City, IA
12/16/05	Changes needed to the UIHC neonatal drug screening protocol, Neonatology Monthly Division meeting, U of I	Iowa City, IA
4/13/06	UIHC Child Protection Coverage Clinical Guidelines for the Blue Team	Iowa City, IA
4/27/06	and Pediatric Social Work staff-Part I and Part II, U of I	
11/28/06	UIHC needs to lead birthing hospitals in Iowa to address perinatal illicit drug use, Grand Rounds to Department of Obstetrics and Gynecology	Iowa City, IA
1/31/07	International training on Child Abuse & Neglect, Pediatric Interest Group (M2), U of I	Iowa City, IA
2/2/07	Urine and hair screening methods to test children for illegal drugs, Burn Unit Nursing Staff lecture, U of I	Iowa City, IA
9/28/07	UIHC needs to lead birthing hospitals in Iowa to address perinatal illicit drug use, Grand Rounds to Department of Pediatrics, U of I	Iowa City, IA

7

10/5/07	UIHC needs to lead birthing hospitals in Iowa to address perinatal illicit drug use, Grand Rounds to Department of Family Practice, U of I	Iowa City, IA
11/29/07	UIHC Child Protection Clinical Guidelines, Grand Rounds to Department of Dermatology, U of I	Iowa City, IA
1/24/08	Management of pediatric acute sexual assault, ETC core curriculum, U of I	Iowa City, IA
2/21/08	Fetal Alcohol Syndrome and adult outcome, Grand Rounds to Department of Internal Medicine, U of I	Iowa City, IA
12/16/08	Fetal Alcohol Syndrome and adult outcome, Grand Rounds to Department of Obstetrics and Gynecology, U of I	Iowa City, IA
5/14/09	Abusive Head Trauma, Grand Rounds to Department of Ophthalmology, U of I	Iowa City, IA
6/1/09	Abusive Head Trauma, Center for Disabilities and Development staff	Iowa City, IA
6/8/09	Abusive Head Trauma, Child Health Specialty Clinics staff via phone conference	Iowa City, IA
6/09/09	Schwartz Rounds, University of Iowa Children's Hospital, U of I	Iowa City, IA
7/6/09	Perinatal Illicit Drug Screening Protocol, Center for Disabilities and Development staff	Iowa City, IA
7/13/09	Perinatal Illicit Drug Screening Protocol, Child Health Specialty Clinics staff via phone conference	Iowa City, IA
4/1/11	Grand Rounds on Recognition of child abuse in disabled children, Center for Disabilities and Development staff	Iowa City, IA
7/11/11	Core curriculum lecture to Urology residents	Iowa City, IA
8/20/12	Shaken Baby Syndrome, Family Practice Core Curriculum lecture	Iowa City, IA
2/13 to date	Working with medical student organizations to inform them of the services available through the Child Protection Program (3-4 lectures a year)	Iowa City, IA
2013 to date	Founding Leader, U of I Trauma Informed Care Task Force	Iowa City, IA
1/27/14	Adverse Childhood Experiences: Grand Rounds at Department of Family Practice at the U of I	Iowa City, IA
3/27/14	Adverse Childhood Experiences: Grand Rounds at Department of Internal Medicine at the U of I	Iowa City, IA
3/28/14	Adverse Childhood Experiences: Grand Rounds at Department of Pediatrics at the U of I	Iowa City, IA
7/15/14	Adverse Childhood Experiences: Grand Rounds at Department of Obstetrics and Gynecology at the U of I	Iowa City, IA
11/21/14	Corporal Punishment: Grand Rounds, Department of Pediatrics	Iowa City, IA
12/30/14	How to provide opinion on burn cases to law enforcement and DHS: Burn unit division meeting	Iowa City, IA
1/26/15	Pediatric Neurology: Shaken baby syndrome	Iowa City, IA
12/3/15	Grand Rounds on adverse childhood experiences and trauma informed care, Emergency and Trauma Center	Iowa City, IA
12/4/15	How to avoid missed child abuse cases: Grand rounds for Dept. of Pediatrics	Iowa City, IA
10/10/16	Adverse Childhood Experiences: Grand Rounds at Department of Surgery	Iowa City, IA
12/3/16	Adverse Childhood Experiences: Grand Rounds at Department of Psychiatry	Iowa City, IA
1/10/17	Inpatient Services' needs for social work and psychology: Monthly Inpatient Team meeting	Iowa City, IA
2/3/17	The future of the Child Protection Program: Stead Family Children's Hospital Administrators lunch meeting	Iowa City, IA

3/6/17	Outcome of Family Well-being Assessment in Child Assessment Clinic: Weekly Faculty Meeting, Dept. of Pediatrics	Iowa City, IA
5/2/17	Trauma Informed Care and Patient Safety: Patient Safety Group quarterly Forum	Iowa City, IA
6/9/17	Emotional abuse, child neglect and childhood trauma: Pediatric Grand Rounds	Iowa City, IA
9/19-date	Implementation of hair drug toxicology and perinatal illicit drug screening and intervention program at CHaD	Lebanon, NH
9/19-date	Trauma Informed Care Initiative membership	Lebanon, NH

2. *Recurrent lectures/teaching at the University of Iowa*

Child abuse lecture to CDD staff and graduate students, U of I (once every 1-3 years)	2001-date	Iowa City, IA
Child Abuse lecture to Medical Students (M3), U of I (Every 6-12 weeks)	2001-02	Iowa City, IA
Core curriculum lectures to Pediatric residents, U of I (on 8 topics cycling every 12-18 months)	2001-date	Iowa City, IA
Introduction to Child Abuse & Neglect, lecture to Medical Students, (M2) Foundations of Clinical Practice, U of I (Once a year)	2002-date	Iowa City, IA
Various topics on child abuse and neglect to Global Health Club, (Mixed medical students), (once every 2-3 years)	2002-date	Iowa City, IA
Abusive Head Trauma lecture to Medical Students (M3), U of I (Every six weeks)	2003-08	Iowa City, IA
Case by case : Management of Child Abuse & Neglect, U of I (1-2/year)	2003-08	Iowa City, IA
Osteogenesis Imperfecta, lecture to Medical Students (M1), U of I (Every 2-3 years)	2004-date	Iowa City, IA
Drug endangered children, Undergraduate Child Abuse Course for School of Social Work students, U of I (Twice a year)	2005-10	Iowa City, IA
How to interview abused children, Undergraduate Child Abuse Course for School of Social Work students, U of I (Twice a year)	2005-10	Iowa City, IA
Drug endangered children, Postgraduate (MPH) students for College of Public Health, U of I (Twice a year)	2005-09	Iowa City, IA
Physical Maltreatment lecture to Law School Students, U of I (Every two years)	2005-date	Iowa City, IA
Pediatric physical and sexual abuse in ETC, Annual PALS course and resident core curriculum, U of I (Twice a year)	2006-date	Iowa City, IA
Child Abuse lecture to Pediatric Nurse Practitioner Students, U of I (Twice a year)	2007-date	Iowa City, IA
Child abuse lecture, Family Practice Residency Core Curriculum, U of I (Annually)	2007-date	Iowa City, IA
Train the trainers lecture series on UIHC Perinatal Illicit Drug Screening and Intervention Protocol (3 lectures)	January 2008	Iowa City, IA
Management of sexually abused children and childhood trauma: Child Psychiatry Residency core curriculum, U of I (two lectures annually)	2008-date	Iowa City, IA
Online Abusive Head Trauma lecture to Medical Students (M3), U of I (Every six weeks)	2009-2015	Iowa City, IA
Four core curriculum lectures and other training material for online training of pediatric residents over three years	2011-date	Iowa City, IA

Child abuse lecture, Orthopedics Residency Core Curriculum, U of I (Annually)	2013-date	Iowa City, IA
Adverse Childhood Experiences Training Series offered to units at the University of Iowa and agencies across the state of Iowa (6-8 lectures/year)	2013-date	Iowa City, IA
Child Abuse lecture, Postgraduate (MPH) students for College of Public Health, U of I (Annually)	2014-date	Iowa City, IA
Child Abuse lecture, Dentistry residents for College of Dentistry, U of I (Annually)	2015-date	Iowa City, IA
Adverse Childhood Experiences lecture to M-1 students (annual lecture)	2014-date	Iowa City, IA
Adverse Childhood Experiences and Trauma Informed Care lectures to M-2 students (annually, two lectures)	2014-date	Iowa City, IA
Trauma Informed Care and sexual abuse prevention: Human Rights Medical Student Group	2015-date	Iowa City, IA
Abusive Head Trauma lecture to Medical Students (M3), U of I (Every six weeks)	2015-date	Iowa City, IA
Adverse childhood experiences and trauma informed care, Undergraduate Child Abuse Course for School of Social Work students, U of I (four lectures a year)	2015-2016	Iowa City, IA
Adverse childhood experiences and trauma informed care, Medicine and Society II course for M-1 students, U of I (one lecture a year)	2015-date	Iowa City, IA
Patient Safety Forum lectures on trauma sensitive approaches (two quarterly lectures spring and summer)	2017	Iowa City, IA
Updated child protection clinical guidelines training across UIHC	2019	Iowa City, IA
Annual CAPP clinical guidelines training for pediatric and ED residents	2019	Lebanon, NH

*3. Improving institutional education activities, courses, programs*

4/14/99	Non-organic Failure to Thrive, Mini Module Child Abuse & Neglect Training for medical students at Columbus Children's Hospital. Course material preparation and instruction	Columbus, OH
9/01	Introduction of educational videotape to educate parents in the nursery to prevent inflicted head injury	Iowa City, IA
2001-date	Biannual courses on Medical Aspect of Child Abuse & Neglect, Child Abuse Training Academy. Course material preparation, instruction	Iowa City, IA
2001-date	Grand Rounds on various topics on Child Abuse & Neglect for various departments including Surgery, Psychiatry, Dermatology, Internal Medicine, Family Practice, Pediatrics, Ophthalmology, Obstetrics & Gynecology, U of I	Iowa City, IA
2001-date	Development and annual updating of Child Protection Program clinical practice guidelines with online access for trainees at the UIHC, U of I	Iowa City, IA
2001-02 2002-08	Child Abuse and Inflicted Head Trauma lecture series to M3s, U of I (every 6-12 weeks, online since 2009)	Iowa City, IA
2001-date	Foundations of Clinical Practice, M2 annual lecture, U of I	Iowa City, IA
2002-date	Core curriculum lectures (3-6 per year) on Child Abuse & Neglect for pediatric residents, Department of Pediatrics, U of I	Iowa City, IA
2002-date	Lectures, mini-courses, one-on-one training for the Blue Team pediatricians and hospitalists as needed	Iowa City, IA

College of Medicine Curriculum Vitae  
Resmiye Oral, MD

11

2002-date	SPE conference to discuss ethical issues related to child abuse & neglect (on average every two years)	Iowa City, IA
6/6/03 11/9/2007	Organizing Grand rounds for guest lecturers: Charles F. Johnson and Sumru Bilge from Ohio State University; Martin Finkel from the University of New Jersey School of Medicine and Dentistry; Ronald Barr from the University of British Columbia	Iowa City, IA
2002-date	Annual Courses and conferences on Collaboration of Medical, Legal and Social work fields in Child Abuse & Neglect management and prevention in Turkey working with various institutions. Conference organization, course material preparation and instruction, research	Turkey
2003-date	In-service training lectures (1-2 per year/2 years) to social workers on assessing families and children with concerns for abuse	Iowa City, IA
2003-06	Series of case presentations: ETC, Pediatrics, and medical students	Iowa City, IA
2003-06	Ran a satellite Child Protection Clinic at the Child Health Specialty Clinic in Ottumwa, Iowa	Ottumwa, IA
2003	Educational brochures to distribute to parents in UIHC clinics and inpatient units on Shaken Baby Syndrome, Child Discipline, Physical Abuse, Sexual Abuse (For parents, adolescents, and young children)	Iowa City, IA
2003-09	Educational program utilizing video tapes and brochures for new parents to prevent Shaken Baby Syndrome	Iowa City, IA
2003-date	Mentoring 2-5 undergraduate, post-graduate and medical students/year during research projects and research and service distinction tracks	Iowa City, IA
9/26/03 & 10/08/03	Lecture series on management of drug endangered children Neonatology faculty, nursing and social work staff	Iowa City, IA
2003-date	Established 4-24 week visiting professorship for professionals from Turkey and Portugal on Child Abuse & Neglect	Iowa City, IA
2004-date	Established hair screening test for illicit drugs by collaborating with the Pathology laboratory at the UIHC	Iowa City, IA
2004-08	Series of lectures on Drug Endangered Children to improve neonatal drug screening policy at the UIHC	Iowa City, IA
2004-date	Annual Child Maltreatment lectures to various groups of hospital staff, U of I	Iowa City, IA
2004-date	Hands-on training of Child Assessment Clinic Nurse and social worker	Iowa City, IA
2005-date	Established 4-week elective rotation for medical students on Child Abuse & Neglect	Iowa City, IA
2005-date	Biannual lectures to graduate and undergraduate students on various topics of Child Abuse and Neglect to Family Violence class at School of Social Work, Counseling Education class at School of Social Work, and to graduate students at the College of Public Health, U of I	Iowa City, IA
2005-date	Developed a mandatory reporter training curriculum to be offered by the members of Child Abuse & Neglect Section of AAP Iowa Chapter to pediatricians for certification at biannual chapter conferences	Iowa City, IA
9/23-24/05	Course co-director for AAP Iowa Chapter Postgraduate Fall Course on "Child at Risk", U of I collaborating with AAP Iowa Chapter	Iowa City, IA

2006-date	Shaken Baby Syndrome Prevention Project involving newborns admitted to UIHC, adopted a more structured model in 2009 in collaboration with National Center on Shaken Baby Syndrome: implemented permanent prevention programs at the NICU, Mother Baby Unit, Pediatrics, and Family Practice Clinics, U of I (supported with three grants totaling \$22,300)	Iowa City, IA
2002-08	Led the multi-departmental collaboration at the UIHC and updated perinatal illicit drug screening and intervention protocol: Developed an online tool to assess risk for illicit drug use/exposure to be used by the Departments of Obstetrics, Pediatrics, and Family Practice.	Iowa City, IA
2006-date	Annual core curriculum lectures on Child Abuse & Neglect to Family Practice residents and nursing staff, U of I	Iowa City, IA
2006-date	ICON training course for General Pediatricians on how to provide Child Protection Services for allegedly sexually abused children or victims of abusive head trauma, U of I	Iowa City, IA
2006-date	Series of grand rounds to relevant departments of UIHC on Perinatal Illicit Drug Screening Practices, Shaken Baby Syndrome, Fetal Alcohol Syndrome, U of I	Iowa City, IA
2006-08	Leader of staff in-service training activities on Perinatal Illicit Drug Screening Practices at the UIHC	Iowa City, IA
2008-09	Worked with medical students and implemented Shaken Baby Syndrome curriculum for medical students, pediatric and family practice residents at the UIHC. Disseminated the same to residency programs in Iowa	Iowa City, IA
2008-date	Provide consultation to regional task forces at national level contemplating to implement a Perinatal Illicit Drug Screening and Intervention Program at their communities	WI, NH, NY, CT, FL
2009	Co-implemented SIDS prevention and safe sleep practices education program via NIH brochures in English and Spanish at the UIHC	Iowa City, IA
2009	Series of lectures to medical staff of Center for Disabilities and Development and Child Health Specialty Clinics Network via ICN	Iowa
2010-date	Collaborated with Marguerite Oetting and developed a one week mandatory Child Abuse rotation for pediatric residents embedded within Systems of Care 4-week rotation	Iowa
2010-date	Annual Courses and conferences on Collaboration among Medical, Legal and Social work fields in Child Abuse & Neglect management and prevention in Portugal. Conference organization, course material preparation and instruction, research	Porto & Lisbon, Portugal
2011	Annual Course on Child Abuse & Neglect management and prevention in Pakistan. Course material preparation and instruction online	Lahore, Pakistan
2011	Establishment of umbilical cord toxicology testing to replace meconium testing at the UIHC	Iowa City, IA
2013 -date	Adverse Childhood Experiences Screening/Trauma Informed Care focused series of grand rounds across units at the UIHC (Division of General Pediatrics, Burn Unit-Departments of Surgery, Center for Disabilities and Development, Family Practice, Pediatrics, Internal Medicine, Ob/Gyn, Medical students, Nursing education)	Iowa City, IA
2013-date	Adverse Childhood Experiences Screening education across Iowa (4Cs Day Care Centers Board of Directors, Carroll County Community Task Force, Fort Dodge Task Force on ACEs)	Iowa

2014 spring semester	Organization and co-instruction of 152:160 Global Health Seminar - Challenges to Child Health Globally, 3 semester hours, University of Iowa: Two lectures delivered (Domestic violence and Adverse Childhood Experiences locally, nationally, and globally)	Iowa City, IA
2014-date	Lectures and case presentations at the Monthly Child Protection Conferences (3-4 sessions a year)	Iowa City, IA
2015 Fall	Training focus group members on adverse childhood experiences and trauma informed care to implement trauma informed care in pilot units/clinics/departments at the UIHC	Iowa City, IA
2016	Training module for UIHC staff to train trainers on trauma informed care	Iowa City, IA
2019	Training module for CHaD/DHMC staff on trauma informed care	Lebanon, NH

*4. Supervising students/residents/other staff in clinical activities*

2001-03	1 medical student, 4-5 residents per half day session (4-6 sessions per week), U of I College of Medicine, Family Care Center	Iowa City, IA
2001-date	Clinic nurse and unit social workers in Child Assessment Clinic and in in-patient units during in-house consults	Iowa City, IA
2003-09	1 medical student, 4-5 residents per half day session (2-3 sessions per week), U of I College of Medicine, Family Care Center	Iowa City, IA
2005-date	1 resident/fellow at the Child Assessment Clinics (2-6 half day sessions/month), U of I College of Medicine	Iowa City, IA
2005-2012	1-2 medical students/year (M4) at the Child Assessment Clinics during elective rotation (6-8 half day sessions/month), U of I College of Medicine	Iowa City, IA
2009-10	1 medical student, 4-5 residents per half day session (3-4 sessions per week), U of I College of Medicine, Family Care Center	Iowa City, IA
2010-11	1 resident at the Child Protection Program (1 week/month), U of I College of Medicine	Iowa City, IA
2011-2014	1 resident at the Child Protection Program (4 weeks/month, 9-10 months/year), U of I College of Medicine	Iowa City, IA
2012-date	4-5 medical students/year (M4) at the Child Protection Program during elective rotation (2-4 week-long), U of I College of Medicine	Iowa City, IA
2014-2017	1 resident at the Child Protection Program (2 days/month, 10-11 months/year), U of I College of Medicine	Iowa City, IA
2018-2019	1 resident at UIHC on elective 4-week advanced rotation in preparation for child abuse fellowship	Iowa City, IA

*5. Formal study to improve teaching abilities*

9/00	Sexual Assault Examiners training and Precepting Program	Brooklyn, NY
7/17/01	Mandatory Reporter Training in Recognition and Reporting of Child and Dependent Adult Abuse (Renewed on 7/21/2004)	Iowa City, IA
10/30-31/01	Coaching, Mentoring, and Team-Building Skills Seminars, OCRME, U of I, (6 CME credits)	Iowa City, IA
11/09-10/01	Responding to Child Abuse: An Iowa Conference (8.75 AMA category 1 CME credits)	Iowa City, IA
1/25/02	New Faculty Workshop, OCRME, U of I (7 AMA PRA cat. 1 CME cr.)	Iowa City, IA

College of Medicine Curriculum Vitae  
Resmiye Oral, MD

14

1/30/02	Human Participant Protection Education for Research Teams (1 AMA PRA category 1 credit)	Iowa City, IA
6/26/02	Improving test question writing skills, (1 AMA PRA category 1 credit)	Iowa City, IA
7/8-10/02	14 <sup>th</sup> International Congress on Child Abuse & Neglect (22 AMA PRA category 1 credit)	Denver, CO
8/23/02	Training on Mentoring (1 AMA PRA category 1 credit)	Iowa City, IA
10/29/02	How to enhance productivity and leadership skills, (1 AMA PRA category 1 credit)	Iowa City, IA
10/30/02	How to use PowerPoint more efficiently-I	Iowa City, IA
10/30/02	How to use PowerPoint more efficiently-II	Iowa City, IA
3/5/03	How to improve presentation skills	Iowa City, IA
6/4/03	Training course attended: How to manage drug endangered children	Des Moines, IA
8/26/03	How to make discussions more productive in teaching students (1 AMA PRA category 1 credit)	Iowa City, IA
9/25/03	Interactive Lecturing (1 AMA PRA category 1 credit)	Iowa City, IA
10/7-8/03	Using Microsoft/Access	Iowa City, IA
2/26/04	How to teach communication skills (1 AMA PRA category 1 credit)	Iowa City, IA
4/21-22/04	Using Microsoft Excel	Iowa City, IA
9/12-15/04	First North American/Fifth National Conference on Shaken Baby Syndrome (20 CME credits)	Montreal, Canada
10/18-21/04	20 <sup>th</sup> Annual Midwest Conference on Child Sexual Abuse (2.1 CME cr.)	Madison, WI
10/25/04	National Methamphetamine Legislative and Policy Conference	St. Paul, MN
10/29/04	Teaching skills seminar (1 AMA PRA category 1 credit)	Iowa City, IA
9/4-3/05	Distant learning course on Introduction to Biostatistics to improve my supervision of medical students on research projects	Iowa City, IA
1/22-25/05	San Diego International Conference on Child and Family Maltreatment (30 AMA PRA category 1 credit)	San Diego, CA
8/16/05	NexTT (New Experiences with Teaching Technology) workshop: How to use Iowa Courses Online (ICON) for online teaching purposes	Iowa City, IA
9/11-15/05	V <sup>th</sup> European Conference on Child Abuse & Neglect	Berlin, Germany
9/3-6/06	XVI <sup>th</sup> International Conference on Child Abuse & Neglect	York, England
7/11-13/07	APSAC Annual Colloquium on Child Maltreatment	Boston, MS
10/21-24/07	Helfer Society Annual Conference on Child Abuse & Neglect	Portland, OR
8/21/2008	Treatment for drug endangered children and their families, WEBinar lecture by Nicolas Taylor, PhD	Denver, CO
9/21-24/08	Helfer Society Annual Conference on Child Abuse & Neglect	Tuscan, AZ
10/5-7/2008	Seventh North American Conference on Shaken Baby Syndrome	Vancouver, BC
1/24-28/10	San Diego International Conference on Child and Family Maltreatment (46 AMA PRA category 1 credit)	San Diego, CA
3/5/10	Women Faculty Career Development Conference	Iowa City, IA
4/9/10	Period of Purple Crying Training Course	Iowa City, IA
4/21-24/10	Helfer Society Annual Conference on Child Abuse & Neglect	Philadelphia, PA

14

	(32 AMA PRA category I credit)	
9/12-14/10	Eighth North American Conference on Shaken Baby Syndrome	Atlanta, GA
9/26-29/10	XVIII <sup>th</sup> International Conference on Child Abuse & Neglect	Honolulu, HI
3/8-11/11	NICHD Advanced Forensic Interview Course	Salt Lake City, UT
4/3-6/11	Helfer Society Annual Conference on Child Abuse & Neglect (28 AMA PRA category I credit)	Amelia Island, FL
8/19-24/11	AAP training course on child abuse and neglect	Denver, CO
Fall 2013	Multiple conferences and courses on Adverse Childhood Experiences	Iowa
11/1/13	Motivational interviewing	Ottumwa, IA
7/30-8/2/15	Violence, Abuse, Toxic Stress in Pediatrics	San Francisco, Ca
8/18/2015	Collaborative Leadership Training	Des Moines, IA
8/31-9/1/15	Master trainer training program on Adverse Childhood Experiences and Trauma Informed Care	Iowa City, IA

### III. PROFESSIONAL PRODUCTIVITY

#### B. Publications or creative works

##### Peer reviewed papers

1. **Oral R**, Yavuz S, Battered Child Syndrome. *Anatol J Pediatr* 1994, 3:32-35. (First published shaken baby syndrome case in Turkey, My role: Concept & design, analysis & interpretation of data, writing the manuscript)(In Turkish).
2. **Oral R**, Can D, Ibrahimhakkioğlu M, Sumer S. Neonatal Multifocal Salmonella Typhimurium Osteomyelitis. *J Neonatol* 1995; 2(1):29-36. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
3. Kültürsay N, Gelal F, Mutluer S, Senreçper S, Oziz E, **Oral R**. Antenatally diagnosed neonatal craniopharyngioma. *J Perinatol.* 1995; 15(5):426-428 (My role: Writing the manuscript).
4. **Oral R**, Kultursay N, Ozturk C, Tansug N. Dual Energy X-Ray Absorptiometry in Determining Bone Mineral Content of Prematurely Born Infants, *Ann Med Sci* 1996; 5:13-17. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
5. Ozkinay F, Akisü M, **Oral R**, Tansuğ N, Ozyürek R, Kültürsay N. Spondylocostal dysplasia and cardiac anomalies in one dizygotic twin. *Turk J Pediatr* 1996;38(3):381-4. (My role: analysis & interpretation of data, writing the manuscript).
6. Ozkinay FF, Akisü M, Kültürsay N, **Oral R**, Tansug N, Sapmaz G. Agenesis of the corpus callosum in Schinzel-Giedion syndrome associated with 47,XXY karyotype. *Clin Genet.* 1996; 50(3):145-148. (My role: analysis & interpretation of data, writing the manuscript).
7. **Oral R**, Can D, Yavuz S. Beware of epiphysiolysis: Child Abuse. *J Contin Med Edu*, 1997 6(10):332-334. (First published inflicted fracture case in Turkey. My role: Concept & design, analysis & interpretation of data, writing the manuscript) (In Turkish).
8. Akisu M, Kultursay N, Coker I, **Oral R**, Huseyinov A. Myocardial Free Carnitine Depletion in Asphyxiated Young Mice-Do Hypoxic Ischemic Newborn Infants Need Carnitine Supplement? *Turk J Med Sci* 1997; 27:349-353. (My role: analysis & interpretation of data, writing the manuscript).
9. **Oral R**, Can D, Hanci H, Miral S, Ersahin Y, Tepeli N, Bulguc AG, Tiras B. A multicenter child maltreatment study: Twenty-eight cases followed-up on a multidisciplinary basis. *Turk J Pediatr* 1998; 40(4)515-523. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
10. Betin N, **Oral R**. Battered Child Syndrome. *Cukurova Med Sch J* 1998, 23:106-110. (First report of skeletal survey making diagnosis of inflicted pediatric trauma in Turkey, My role: Analysis & interpretation of data, writing the manuscript) (In Turkish).
11. **Oral R**, Akisu M, Kultursay N, Vardar F, Tansug N. Neonatal Klebsiella Pneumonia sepsis and imipenem/cilastatin. *Indian J Pediatr* 1998; 65(1):121-129. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
12. Can D, Inan G, Yendur G, **Oral R**, Gunay I. Salbutamol or Mist in Acute Bronchiolitis. *Acta Pediatr Jpn* 1998; 40(3):252-255. (My role: Writing the manuscript).
13. Akisu M, Darcan S, **Oral R**, Kultursay N. Serum Lipid and Lipoprotein composition in Infants of Diabetic Mothers. *Indian J Pediatr* 1999; 66(3):381-386. (My role: analysis & interpretation of data, writing the manuscript).
14. Johnson CF, **Oral R**, Gullberg L. Diaper Burn: Accident, Abuse or Neglect. *Pediatr Emerg Care*, 2000; 16:173-175 reviewed in Child Abuse Quarterly Medical Update VIII (1):14. (My role: Writing the manuscript).
15. **Oral R**, Can D, Miral S, Hanci H, Kaplan S, Ates N, Polat S, Ersahin Y, Tepeli N, Uran N, Tiras B. The First Child Abuse Case Series Followed-up on a Multidisciplinary Basis in Turkey, *Child Abuse Negl* 25 (2001) 279-290. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).

16. **Oral R**, Johnson CF, Blum K. Fractures in young children and child abuse. *Pediatr Emerg Care* 2003; 19 (3):148-153. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
17. Ozkara E, Karatosun V, Izge Gunal, **Oral R**. Trans-metatarsal amputation as a complication of child sexual abuse. *J Clin Forensic Med*, 2004; 11(3):129-132 (My role: analysis & interpretation of data, writing the manuscript).
18. Acik Y, Deveci E, **Oral R**. Level of knowledge and attitude of primary care physicians in Eastern Anatolian cities in relation to child abuse and neglect. *Prev Med.* 2004; 39(4):791-7. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
19. Acik Y, Deveci SE, Polat A, **Oral R**. Adolescents in Apprentice: Abuse experiences and attitudes toward violence. *J Public Health* 2004; 14(1):95-102. (My role: Concept & design, analysis & interpretation of data, critical review of manuscript) (In Turkish).
20. **Oral R**, Rahhal R, Elshelshari H, Menezes AH. Intentional Avulsion Fracture of the 2<sup>nd</sup> Cervical Vertebra in a Hypotonic Child. *Pediatr Emerg Care* 2006, 22(5):352-4. (My role: Concept & design, analysis & interpretation of data, critical review of manuscript).
21. Yucel-Beyaztas F, Dokgoz H, **Oral R**, Demirel Y. Child physical abuse: a five-case report. *Middle East Journal of Family Medicine*, 2006; 4(2):21-26. (My role: Analysis & interpretation of data, writing the manuscript)
22. **Oral R**, Strang T. Neonatal Illicit Drug Screening Practices in Iowa: The impact of utilization of a structured screening protocol. *J Perinatol* 2006; 26(11):660-6. (My role: Concept & design, analysis & interpretation of data, critical review of manuscript).
23. **Oral R**, Floryanovich A, Goodman J. Household falls in children less than 2 years of age. *Turkish J Pediatr* 2007, 49(4): 379-384. (My role: Concept & design, analysis & interpretation of data, critical review of manuscript).
24. **Oral R**, Yagnur F, Nashelsky M, Turkmen M, Kirby P. Fatal Abusive Head Trauma cases: Consequence of medical staff missing milder forms of physical abuse. *J Pediatr Emerg Care* 2008; 24(12):816-21. (My role: Concept & design, analysis & interpretation of data, critical review of manuscript).
25. Atılmış ÜÜ, Gündüz T, Karbeyaz K, Balcı Y, **Oral R**. Diagnostic dilemma in a case with incest suspicion. *J Clin Turk Foren Med* 2008;5(3):124-32. (My role: Concept & design, writing the manuscript).
26. Yucel-Beyaztas F, **Oral R**, Butun C, Beyaztas A, Buyukkayhan D. Four cases of physical abuse in children. *Turkish J Pediatr* 2009, 52(2):75-80. (My role: critical review of manuscript).
27. Agirtan CA, Akar T, Akbas S, ... **Oral R**, ... et al. (with 79 authors from multiple centers in alphabetical order). Establishment of Interdisciplinary Child Protection Teams in Turkey 2002-2006: Identifying the strongest link can make a difference! *Child Abuse & Neglect* 2009; 33(4):247-55. (My role: Concept & design, train the trainers for the project, provide consultation and guidance for MDT establishment, analysis & interpretation of data, writing the manuscript).
28. Sahin F, Kuruoğlu AC, Demirel B, Akar T, Camurdan AD, Işeri E, Demiroğulları B, Paslı F, Beyazova U, **Oral R**. Six year- experience of a hospital based child protection team in Turkey. *Turkish J Pediatr* 2009;51(4):336-43. (My role: Concept & design, critical review of manuscript).
29. Hayek SN, Wibbenmeyer LA, Kealey LH, Williams IM, **Oral R**, Onwuameze O, Light TD, Latenser BA, Lewis II RW, Kealey G P. The efficacy of hair and urine toxicology screening on the detection of child abuse by burning. *J Burn Care and Research*, 2009;30(4):587-92. (My role: Review of concept & design, analysis & interpretation of data, critical review of manuscript).
30. **Oral R**. Perinatal Illicit Drug Use and Fetal Exposure: Consequences and Management with a Public Health Approach. *J Drug Testing & Analysis*, Published Online: Mar 10 2009 7:07AM DOI: 10.1002/dta.21 (Invited review paper).

31. Tiras U, Dallar Y, Dilli D, **Oral R**. Evaluation and follow up of cases diagnosed as child abuse and neglect at a tertiary hospital in Turkey. *Turk J Med Sci*, 2009; 3(96):969-977. (My role: Concept & design, writing the manuscript).
32. Kucuker H, Demir T, Koken R, **Oral R**. Pediatric Condition Falsification (Munchausen Syndrome by Proxy) as a Continuum of Maternal Factitious Disorder (Munchausen Syndrome). *Pediatric Diabetes*, 2010; 11(8):572-8. (My role: Analysis & interpretation of data, writing the manuscript).
33. **Oral R**, Bayman L, Assad A, Wibbenmeyer L, Buhrow J, Strang T, Austin A, Bayman EO. Illicit Drug Exposure in patients evaluated for alleged child abuse and neglect. *Pediatric Emergency Care*, 2011;27(6):490-5 (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
34. Butun C, Beyaztas FY, **Oral R**, Guney C, Buyukkayhan D, Sato Y. Twins physically abused by the father. *Turkish Archives of Pediatrics*, 2011; 46: 346-50 (My role: Concept & design, analysis & interpretation of data, editing the manuscript).
35. **Oral R**, Koc F, Smith J, Sato Y. Abusive Suffocation Presenting as New Onset Seizure. *Pediatric Emergency Care*, 2011; 27(11):1072-4 (My role: Concept & design, analysis & interpretation of data, editing the manuscript).
36. Kondolot M, Yağmur F, Yıkılmaz A, Turan C, Oztop D, **Oral R**. A life-threatening presentation of child physical abuse: jejunal perforation. *Pediatric Emergency Care*, 2011; 27(11):1075-7 (My role: Concept & design, analysis & interpretation of data, editing the manuscript).
37. **Oral R**, Koc, F, Bayman EO, Assad A, Strang T, Austin A. Perinatal illicit drug screening practices in mother-newborn dyads at a university hospital serving rural/semi-urban communities: Translation of research to quality improvement. *J Mat-Fet & Neonat Med*, 2012, 25(11):2441. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
38. Ulukol B, **Oral R**. Child poverty and neglect in Turkey. In: Dubowitz H (ed). *World Perspectives on Child Abuse*. Tenth edition, 2012. International Society for Prevention of Child Abuse and Neglect, Turkey. pp 36-39. (My role: Critical review of the manuscript).
39. Kaynak H, **Oral R**. Protection of children from neglect in the Turkish laws. In: Dubowitz H (ed). *World Perspectives on Child Abuse*. Tenth edition, 2012. International Society for Prevention of Child Abuse and Neglect, Turkey. pp 40-43. (My role: Critical review of the manuscript).
40. den Otter J, Smit Y, Dela Cruz LB, Ozkalipci O, **Oral R**. Documentation of torture and cruel, inhuman or degrading treatment of children: a review of existing guidelines and tools. *Forensic Science International*, 2013, 10;224(1-3):27-32. (My role: Analysis & interpretation of data, critical review of the manuscript).
41. Akco S, Dagli T, Inanici MA, Kaynak H, **Oral R**, Sahin F, Sofuoglu Z, Ulukol B (alphabetically listed by last name). Child abuse and neglect in Turkey: professional, governmental and non-governmental achievements in improving the national child protection system. *Paed Intntl Child Health*. 2013, 33(4):301-9 (My role: Concept & design, critical review of the manuscript).
42. **Oral R**, Koc F, Bayman EO, Assad A, Austin A, Strang T, Bayman L. Perinatal illicit drug screening practices in mother-newborn dyads at a university hospital serving rural/semi-urban communities: translation of research to quality improvement. *J Matern Fetal Neonatal Med*. 2012 Nov;25(11):2441-6. (My role: Concept & design, analysis & interpretation of data, writing the manuscript).
43. Demirli Çaylan N, Yılmaz G, **Oral R**, Karacan CD, Zorlu P. Abusive head trauma: report of 3 cases. *Ulus Travma Acil Cerrahi Derg*. 2013, 19(3):261-6 (My role: Concept & design, critical review of the manuscript).
44. Silveira Ribeiro, C., Oral, R., Carmo, R., Jardim, P., Magalhaes, T. (2013). Management of child abuse and neglect in Portugal. A comprehensive and critical review. In Magalhães, T & Vieira, DN (Ed.), *Abuse & Neglect Series 1 – To improve the Management of Child Abuse and Neglect* (11-30). Maia: SPECAN. ISBN: 978-989-97275-0-2 (My role: Critical review of the manuscript).

45. Longmuir SQ, McConnell L, **Oral R**, Dumitrescu A, Kamath S, Erkonen G: S. Retinal hemorrhages in intubated pediatric intensive care patients. *J AAPOS*. 2014 Apr;18(2):129-33. (My role: Contributing to the concept & design, provision of the patient list, critical review of the manuscript)
46. Koc F, **Oral R**, Butteris R. Missed cases of multiple forms of child abuse and neglect. *Int J Psychiatry Med*. 2014;47(2):131-9. (My role: Concept & design, patient care, critical review of the manuscript).
47. Wibbenmeyer L, Liao J, Heard J, Kealey L, Kealey G, **Oral R**. Factors Related to Child Maltreatment in Children Presenting With Burn Injuries. *J Burn Care Res*. 2014 Sep-Oct;35(5):374-81 (My role: Concept & design, critical review of the manuscript).
48. Sofuoglu Z, **Oral R**, Aydin F, Cankardes S, Kandemirci B, Koc F, Halicioglu O, Aksit S. Epidemiological study on negative childhood experiences in three provinces of Turkey. *Turk Pediatr Arch* 2014; 49: 47-56 (My role: Contributing to the concept & design, analysis & interpretation of data, critical review of the manuscript)
49. Longmuir S, **Oral R**, Walz AE, Kemp PS, Ryba J, Zimmerman BM, Abramoff MD. Quantitative Measurement of Retinal Hemorrhage in Children Suspected of Abuse. *J of AAPOS*, 2014; 18(6):529-33. (My role: Contributing to the concept & design, provision of the patient list, critical review of the manuscript)
50. **Oral R**, Ramirez M, Peek-Asa C, Nakada S, Walz A, Kuntz A, Coohy C. Childhood Adversity and Trauma Informed Care. *Pediatric Research* 2016;79(1-2):227-33. (My role: Concept & design, writing one section, critical review of the manuscript)
51. Yaylaci S, Dallar Y, ... **Oral R**, ... Karagoz F (32 authors). Abusive Head Trauma in Turkey and Impact of Multidisciplinary Team Establishment Efforts on Case Finding and Management: Preliminary Findings. *Eur J Emer Med* 2016; 15:24-29 (My role: Concept & design, analyzing data, critical review of the manuscript)
52. **Oral R**, Sofuoglu Z. Case-Based Surveillance Study in Judicial Districts in Turkey: Child Sexual Abuse Sample from four Provinces. *J Child & Fam Social Work*, 2017. DOI:10.1111/cfs.12427 (My role: Concept & design, critical review of the manuscript)
53. Evans EM, Jennissen CA, **Oral R**, Denning GM. Child welfare professionals' determination of when children's access or potential access to loaded firearms constitutes child neglect. *Trauma Acute Care Surg*. 2017 Nov;83(5S Suppl 2):S210-S216 (My role: Critical review of the manuscript)
54. Soldatou, A, Paouri, B, Stathi, A, Nega, C, Tsolia, M, Oral, R, Leventhal, J. Missed Opportunities for the Detection of Physical Abuse and Neglect among Patients Hospitalized with Burns at a Tertiary Children's Hospital in Greece (2017). *Eur J Pediatr* 176 (11), 1547-1548 (My role: Concept & design, creating the intervention tool/training module, critical review of the manuscript)
55. Soldatou, A, Paouri, B, Hountala, A, Koutrouveli, E, Plevriti, E, Kyriakidou, T, Stathi, A, Tsolia, M, Oral, R, Leventhal, J. Age and Outcome of Inpatients Evaluated for Possible Physical Abuse at a Tertiary Children's Hospital in Greece. *Eur J Pediatr* 2017; 176 (11), 1547 (My role: Concept & design, creating the intervention tool/training module, critical review of the manuscript).
56. Soldatou A, Stathi A, Paouri B, Nega C, Apergi FS, Tsolia M, Leventhal J, **Oral, R**. Development of a train-the-trainer course and a knowledge questionnaire in child physical abuse for hospital physicians in Greece. *Child Abuse Review*, 2017 (submitted for publication, My role: Concept & design, creating the intervention tool/training module, critical review of the manuscript)
57. Jennissen C, Evans E, **Oral R**, Denning G. Child Abuse and Neglect Experts' Determination of When a Child Being Left Home Alone Constitutes Child Neglect. *Inj Epidemiol*. 2018; 10;5 (Suppl 1):16 (My role: finalizing concept & design, creating partnerships for the study, critical review of the manuscript)

58. Sofuoglu Z, Cankardas-Nalbantcilar S, **Oral R**, Ince B. Case-based surveillance study in judicial districts in Turkey: Child sexual abuse sample from four provinces. *Child & Fam Social Work* 2018; 23(4):566-573. (My role: finalizing concept & design, critical review of the manuscript)
59. **Oral R**, Ilyas F, Leventhal JM, Magalhaes T, Oliveira M, Soldatou A, Stathi A, Zafar N. Building systems to address child abuse and neglect: Successful collaborations with international partners, *World Perspectives 2018* (ed: Howard Dubowitz) (My role: Concept & design, critical review of the manuscript).
60. Altan H, Sahin F, **Oral R**. Measuring Awareness about Child Abuse and Neglect: Validity and Reliability of a Newly Developed Tool- Child Abuse and Neglect Awareness Scale. *Turkish J Peds*, 2018; 60:392-399. (My role: Concept & design, critical review of the manuscript)
61. Fassel M, Grieve B, Hosseini S, Oral R, Galet C, Ryan C, Kazis L, Pengsheng N, Wibbenmeyer L. The Impact of Adverse Childhood Experiences (ACEs) on Burn Outcomes in Adult Burn Patients. *J Burn Care Research* 2019; <https://doi.org/10.1093/jbcr/irz014> (My role: critical review of methodology and the manuscript)
62. **Oral R**, Bayman L, Roeder V, McKissic D, Dahlberg G, Theurer J. Two-Generational Trauma-Informed Assessment Improves Diagnostic Accuracy in a Child Protection Program. *Child & Family Social Work* 2019 (submitted for publication, My role: Concept & design, analyzing data, critical review of the manuscript)
63. Nielsen A, Laroche H, Rochford H, Greimann E, **Oral R**. Adverse Childhood Experiences and Trauma Informed Care: Knowledge and Perception of Relevance to Practice” *J Healthcare Quality* 2019 (submitted for publication, My role: Concept & design, analyzing data, critical review of the manuscript)
64. Review of TIC
65. Second ACEs study in child abuse clinic

#### Books

1. *Report by Izmir Non-governmental Organizations on Children's Rights*. Ed: **Resmiye Oral**, National Medical Association Press, Izmir, 1996.
2. *Primary Care Physicians and Child Abuse & Neglect*. Ed: **Resmiye Oral**. Ministry of Health Print shop, Ankara, 1998.
3. *Physical Abuse: Training Kit for Physicians*. Charles F. Johnson, **Resmiye Oral** (eds), Ohio State University Publications, 1999, Columbus.

#### Book chapters

1. **Oral, R**. Hepatitis B and Hemophilus Influenza Vaccination Practices. In: *Antibiotic Use in Pediatrics and Goals in Immunization Practices*. Turkish National Pediatric Association Press, Izmir, 1994:65-78.
2. **Oral, R**. Child Abuse. In: *Report by Izmir Non-governmental Organizations on Children's Rights*. (ed. Resmiye Oral). National Medical Association Press, Izmir, 1996.
3. **Oral, R**. Child Abuse. In: *Forensic Psychiatry* (ed: Hamit I. Hanci), Intertip, Izmir, 1997.
4. **Oral, R**, Jardim P, Magalhaes T. Sexually transmitted infections in child sexual abuse/assault: diagnosis, forensic significance, and treatment. In: Abuse & Neglect Series, n° 1 – “To improve the management of Child Abuse & Neglect” (ed: Teresa Magalhaes), SPECAN publications, 2011.
5. Ribeiro CS, **Oral, R**, Do Carmo R, Jardim P, Magalhaes T. Management of child abuse and neglect in Portugal: A comprehensive and critical review. In: Abuse & Neglect Series, n° 1 – “To improve the management of Child Abuse & Neglect” (ed: Teresa Magalhaes), SPECAN publications, 2011.

6. **Oral R.** Multidisciplinary Management of Child Sexual Abuse. In: From TRAUMA to Post-Traumatic Stress Disorder (ed: Fani Triantafullou and Oresis Giotakos) (in print for 2016)

#### Guidelines

1. UIHC Child Protection Program Clinical Practice Guidelines: Developed in 2001, updated in 2003, 2004, 2005, 2006, 2008, 2009, 2010, 2019  
<https://thepoint.healthcare.uiowa.edu/sites/Pediatrics/ClinicalGuidelines/layouts/15/start.aspx#/SitePages/Home.aspx>
2. Ambulatory Pediatric Association (APA)'s Educational guidelines Revision Project (2002-2004), grant award to the APA by Josiah Macy, Jr., Foundation (Project Director, Diane Kittredge)
3. Identifying the Child Victim of Abuse or Neglect: *Protocols for Assessment. Care for Kids: Early Periodic Screening, Diagnosis & Treatment*, 2003; 10(3):1-6.
4. Iowa Statewide Protocol on Perinatal Illicit Substance Screening and Intervention. *Care for Kids: Early Periodic Screening, Diagnosis & Treatment* (2008).
5. CHaD/DHMC Child Advocacy & Protection Program Clinical Practice Guidelines: Developed in 2019

#### Newsletter publications

1. **Oral, R.** Role of Rib Fractures. *The Clinician's Corner, News from the AAP Iowa Chapter*, Spring 2004 pp 7-8.
2. **Oral, R.** Denial of Critical Care/Child Neglect. *Care for Kids: Early Periodic Screening, Diagnosis & Treatment*, 2004; 11(1):3-6.
3. **Oral, R,** Figen Sahin. Establishing multidisciplinary Child Abuse Teams in Turkey. *AAP Section on International Child Health quarterly newsletter*, Fall 2006.
6. **Oral, R.** When to consider abuse and neglect in children. *Pediatric Trauma Update*, 2008, 1(2):1-2.
7. **Oral, R.** Care for children exposed to illicit drugs. *Care for Kids: Early Periodic Screening, Diagnosis & Treatment* Winter, 2009.
8. **Oral, R.** Perinatal Illicit Substance Exposure and the Dilemma Related to Prescription Abuse. *Care for Kids: Early Periodic Screening, Diagnosis & Treatment* Fall, 2013.
9. **Oral, R,** Corbin M. Adverse Childhood Experiences and Pediatrician's responsibility: The foundations of a lifelong health are built in early childhood. *Care for Kids: Early Periodic Screening, Diagnosis & Treatment* Spring, 2015.

#### Electronic publications

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|------|---|
| 2001 | Web page describing the Child Protection Program at the U of I<br><a href="http://www.uihealthcare.com/depts/childrenshospitalofiowa/childprotection/index.html">http://www.uihealthcare.com/depts/childrenshospitalofiowa/childprotection/index.html</a><br><a href="http://www.vh.org/navigation/vch/bibliography/archive/index.html">http://www.vh.org/navigation/vch/bibliography/archive/index.html</a>            |
| 2002 | Teaching material for medical students and residents online via Virtual Hospital on Introduction to Medical Approach to Child Abuse, Inflicted Head Trauma, Denial of Critical Care Part I: Medical/Dental Neglect, Denial of Critical Care Part II: Non-organic failure to thrive<br><a href="http://www.vh.org/navigation/vh/textbooks/pediatrics.html">http://www.vh.org/navigation/vh/textbooks/pediatrics.html</a> |
| 2003 | Educational and descriptive brochures on Child Abuse & Neglect online for families, children and professionals on Sexual abuse, Shaken Baby, Child Discipline, Prevention of Child Abuse<br><a href="http://www.uihealthcare.com/depts/childrenshospitalofiowa/childprotection/brochures.html">http://www.uihealthcare.com/depts/childrenshospitalofiowa/childprotection/brochures.html</a>                             |
| 2005 | Child Protection Clinical Guidelines (accessible via IPR)<br><a href="http://forms.uihc.uiowa.edu/pdf/abuseforms/index.htm">http://forms.uihc.uiowa.edu/pdf/abuseforms/index.htm</a>  |

- 2005 Medical Management of Drug Endangered Children for the website of Iowa Alliance for Drug Endangered Children [http://www.iowadec.org/wst\\_page6.html](http://www.iowadec.org/wst_page6.html)
- 2005 Mandatory reporter training course on Child Abuse & Neglect via Iowa Communications Online (ICON) and The Point <http://forms.uihc.uiowa.edu/pdf/abuseforms/index.htm>
- 2006-date Video production for online training of General Pediatricians on how to interview families of children allegedly sexually abused or suffered from inflicted head trauma, U of I <http://forms.uihc.uiowa.edu/pdf/abuseforms/index.htm>
- 2006-date Video production for online training of staff involved in the care of pregnant or delivering women and newborns on perinatal illicit substance screening/testing practices, U of I <http://forms.uihc.uiowa.edu/pdf/abuseforms/index.htm>
- 9/18/06 D'Alessandro DM, Oral R. What Should I Do When I'm Called To See A Drug-Exposed Child? [www.pediatriceducation.org/2006/09/18](http://www.pediatriceducation.org/2006/09/18)
- 2007-date Mandatory reporter training course on Child Abuse & Neglect for pediatricians in Iowa: <http://www.iowapeds.org/>
- 2007-date Perinatal Illicit drug Screening and Intervention Policy in Iowa: <http://www.iowapeds.org/>
- 12/03/07 D'Alessandro DM, Oral R, Kao SC. How Old Are Those Subdural Hematomas. <http://www.pediatriceducation.org/2007/12/03>
- 12/2014 Adverse childhood experiences: Helping Services for Northeast Iowa-Domestic Violence Awareness Online Training <https://helpingservices.skypepapp.com> (access via [rmatt@helpingservices.org](mailto:rmatt@helpingservices.org))
- 3/2015 Domestic Violence and Women: TASSA March 2015 Newsletter

#### Abstracts

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|-------------|--|------------------|
| 10/08-12/89 | Lipoprotein Metabolism in Insulin Dependent Diabetic Children 23 <sup>rd</sup> National Conference of Pediatrics   | Bursa, Turkey    |
| 6/2-7/91    | Hepatitis B Prevalence in Children with Malignancy, 9 <sup>th</sup> National Cancer and 6 <sup>th</sup> Pediatric Tumors Conference  | Izmir, Turkey    |
| 5/6-10/91   | Ampicillin/sulbactam treatment in neonatal sepsis, 6 <sup>th</sup> National Chemotherapeutics and Antibiotics Conference   | Antalya, Turkey  |
| 5/28-30/92  | Hypoxic Ischemic Encephalopathy in Neonates 1 <sup>st</sup> National Pediatric Neurology and 4 <sup>th</sup> Mediterranean Countries Pediatric Neurology Conference                                    | Ankara, Turkey   |
| 4/22-24/93  | Knowledge, behavior and attitude of Turkish physicians on Child Abuse & Neglect, 1 <sup>st</sup> Balkan, Caucasian, and Middle East Conference on Child Abuse & Neglect                                | Ankara, Turkey   |
| 7/14-18/93  | Congenital Rubella, 2 <sup>nd</sup> National Neonatology and 30 <sup>th</sup> Conference of Pediatrics   | Istanbul, Turkey |
| 10/24-27/93 | Neonatal Salmonella Typhimurium infections in 21 <sup>st</sup> International Congress of Union of Middle Eastern and Mediterranean Pediatric Societies (Published, #2 in peer reviewed papers list)    | Izmir, Turkey    |
| 4/14-17/94  | Prevalence of Child Abuse & Neglect in an outpatient population followed up at Child Psychiatry Clinic at Behcet Uz Children's Hospital, in 4 <sup>th</sup> Child and Adolescent Psychiatry Conference | Bursa, Turkey    |
| 9/18-21/94  | Brain stem auditory potentials in neonates, 38 <sup>th</sup> National Congress of Pediatrics   | Trabzon, Turkey  |
| 3/1-2/95    | Renal failure in asphyxiated newborns, Neonatal Nephrology Days  | Istanbul, Turkey |

6/4-8/95	Renal vein thrombosis in two newborns, 39 <sup>th</sup> National Congress of Pediatrics	Ankara, Turkey
6/10-14/95	Multifocal Salmonella Osteomyelitis in newborns, 10 <sup>th</sup> National Antibiotics and Chemotherapeutics Conference, (Published, #2 in peer reviewed papers list)	Nevsehir, Turkey
9/6-8/95	Spontaneous gastric perforation in a neonate, 1 <sup>st</sup> National Pediatric Gastroenterology and Nutrition Conference	Izmir, Turkey
10/4-6/95	Brainstem visual evoked responses in neonates, 3 <sup>rd</sup> Çapa Neonatology Days	Istanbul, Turkey
10/23-27/95	Knowledge, attitudes and behaviors of physicians in child abuse and neglect cases, 31 <sup>st</sup> Turkish Pediatric Conference	Istanbul, Turkey
4/3-5/96	Epidemiology of Caustic Esophagitis, 1 <sup>st</sup> World Conference on the Prevention and Treatment of Caustic Esophageal Burns in Children	Izmir, Turkey
4/24-26/96	Report of non-governmental organizations on improving children's rights, 2 <sup>nd</sup> National Conference on Child Abuse & Neglect (Published, #2 in book chapters list)	Ankara, Turkey
10/14-17/96	Izmir Child Abuse & Neglect Task Force multidisciplinary experience, 40 <sup>th</sup> National Pediatric Conference	Gaziantep, Turkey
5/26-29/97	Bone densitometry of newborns, 8 <sup>th</sup> National Neonatology Conference, (Published, #4 in peer reviewed papers list)	Izmir, Turkey
6/27-30/97	Eight cases of Child Abuse & Neglect followed up on a multidisciplinary basis, 41 <sup>st</sup> National Pediatric Conference	Van, Turkey
9/8-9/97	Twenty-eight cases of child abuse reported from five teaching hospitals in Izmir, International Seminar on Child Abuse & Neglect, (Published, #9 in peer reviewed papers list)	Antalya, Turkey
10/29-31/97	Calcium and phosphorus metabolism of premature infants, 4 <sup>th</sup> National Metabolic Diseases and Nutrition Symposium	Izmir, Turkey
4/15-18/98	Thirty-two cases of CAN followed up on a multidisciplinary basis, 6 <sup>th</sup> National Public Health Conference	Adana, Turkey
1/27-30/98	How was the first multidisciplinary Child Abuse follow-up team established in Turkey, San Diego Conference on Responding to Child Maltreatment	San Diego, CA
10/2/98	The first hospital based Child Protection Team in Turkey Regional Ambulatory Pediatrics Conference	Columbus, OH
10/13-16/99	Child Maltreatment Study: 83 cases followed up on multidisciplinary basis, Annual Congress of European Society for Social Pediatrics	Istanbul, Turkey
10/16/98	The establishment of the first Turkish Child Abuse & Neglect Follow-up Team, Regional Meeting of Ohio Chapter of American Academy of Pediatrics, Section of Child Abuse & Neglect, (Published, #15 in peer reviewed papers list)	Columbus, OH
1/22-24/01	Fractures in young children: Inflicted or Un-inflicted ? Conference on Responding to Child Maltreatment, (Published, #16 in peer reviewed papers list)	San Diego, CA
8/24-26/01	Turkish Physicians' knowledge on Child Abuse & Neglect. European Conference on Child Abuse & Neglect, (Published, #18 in peer reviewed papers list)	Istanbul, Turkey
9/12-15/02	Avulsion fracture of odontoid in a hypotonic child due to physical abuse. 4 <sup>th</sup> Shaken Baby Syndrome Conference, (Published, #20 in peer reviewed papers list)	Salt Lake City, UT

1/25-28/04	Preliminary Results on Consequences of falls in children under two years of age: Parental survey, 18 <sup>th</sup> Annual Conference on Child and Family Maltreatment, (Published, #23 in peer reviewed papers list)	San Diego, CA
11/12/04	Diffusion-weighted imaging of brain injury in shaken baby syndrome. Scientific exhibit at the Radiological Society of North America 90 <sup>th</sup> Annual Meeting	Chicago, IL
1/22-25/05	Intrauterine illicit Drug Exposure risk factors in mother/infant dyads at the UIHC delivery population, 19 <sup>th</sup> Annual Conference on Child and Family Maltreatment, (Accepted pending revisions, #33 in peer reviewed papers list)	San Diego, CA
1/22-25/05	Consequences of falls in children under two years of age: Parental survey, 19 <sup>th</sup> Annual Conference on Child and Family Maltreatment (Published, #23 in peer reviewed papers list)	San Diego, CA
5/21-27/05	Diffusion-weighted imaging of brain injury in shaken baby syndrome. American Society of Neuroradiology meeting	Toronto, Canada
9/11-15/05	Establishment of Interdisciplinary child protection teams in a traditional society: The hurdles and how they are being overcome, V <sup>th</sup> European Conference on Child Abuse & Neglect, (Published, #26 in peer reviewed papers list)	Berlin, Germany
9/3-6/06	Missed inflicted trauma with subsequent fatal inflicted head trauma in infants, XVI <sup>th</sup> International Conference on Child Abuse & Neglect, (Published, #24 in peer reviewed papers list)	York, England
9/3-6/06	Establishment of Interdisciplinary child protection teams in a traditional society: The hurdles and how they are being overcome, XVI <sup>th</sup> International Conference on Child Abuse & Neglect, (Published, #26 in peer reviewed papers list)	York, England
7/11-13/07	Perinatal Illicit Drug screening Practices in Iowa: Statewide Policy Development Efforts, APSAC Annual Colloquium	Boston, MA
4/29-5/2/08	The efficacy of hair and urine confirmatory testing in suspicious pediatric burn injuries. American Burn Association 40 <sup>th</sup> Annual Meeting, (Published, #28 in peer reviewed papers list)	Chicago, IL
10/5-7/08	Fatal inflicted head trauma in cases with missed diagnosis of milder forms of abuse. Seventh North American Conference on Shaken Baby Syndrome, (Published, #24 in peer reviewed papers list)	Vancouver, BC-Canada
10/14-18/09	Prevalence of illegal drug exposure in children evaluated for abuse and neglect, 4 <sup>th</sup> Mediterranean Academy of Forensic Sciences Meeting, (In press, #33 in peer reviewed papers list)	Antalya, Turkey
4/21-24/10	Staff training makes a difference: Improvements in neonatal illicit drug screening and intervention, Annual Helfer Society Conference	Philadelphia, PA
9/12-14/10	Multicenter efforts to prevent shaken baby syndrome in Turkey, 11 <sup>th</sup> International Conference on Shaken Baby Syndrome	Atlanta, GA
9/12-14/10	Multicenter efforts to prevent shaken baby syndrome in Iowa, 11 <sup>th</sup> International Conference on Shaken Baby Syndrome	Atlanta, GA
9/26-29/10	Establishing shaken baby syndrome management and prevention teams in Turkey, XVIII <sup>th</sup> ISPCAN International Conference on Child Abuse & Neglect	Honolulu, HI
4/5/11	Does in-service training make a difference in staff's compliance with the Iowa statewide perinatal illicit drug screening and intervention protocol at the UIHC, Governor's Conference on Public Health	Ames, IA

9/18-21/11	Child Advocacy Center Model: Implementation efforts in Turkey as a national model, 12 <sup>th</sup> European Child Abuse Conference	Tampere, Finland
10/22-25/11	Prevalence and Etiology of Retinal Hemorrhages in Pediatric Intensive Care Unit in Intubated Patients: 115 <sup>th</sup> American Academy of Ophthalmology Annual Meeting	Orlando, FL
4/28-5/1/12	Prevalence and Etiology of Retinal Hemorrhages in Pediatric Intensive Care Unit in Intubated Patients: PAS Annual Meeting	Boston, MA
5/23-25/12	European Conference on Child Abuse & Neglect: A new project; A structured child protection service in Turkey	Amsterdam, The Netherlands
5/23-25/12	European Conference on Child Abuse & Neglect: The first year experience of Ankara CIM (Child Follow up Center)	Amsterdam, The Netherlands
5/23-25/12	European Conference on Child Abuse & Neglect: Illicit drug exposure in cases with alleged maltreatment	Amsterdam, The Netherlands
9/9-12/2-12	Prevalence and Etiology of Retinal Hemorrhages in Pediatric Intensive Care Unit in Intubated Patients: 19 <sup>th</sup> ISPCAN meeting	Istanbul, Turkey
9/9-12/2-12	Impact of staff training on perinatal illicit drug screening and intervention: 19 <sup>th</sup> ISPCAN meeting	Istanbul, Turkey
9/9-12/2-12	International implementation of the CAC model to respond to child abuse and neglect : 19 <sup>th</sup> ISPCAN meeting	Istanbul, Turkey
7/7-10/15	Family Related Variables As A Risk Factor For Negative Childhood Experiences in Three Provinces of Turkey. 14th European Psychology Congress	Milano, Italy
10/21-25/2016	Child Welfare Professionals' Determination of When Certain Unsafe Activities and Lack of Child Protection Constitutes Child Neglect: AAP National Conference in the Section on Child Abuse and Neglect	San Francisco, CA
11/17-19/16	Case Based Surveillance Child Sexual Abuse Study in Four Provinces in Turkey; II. International Congress of Clinical and Health Psychology on Children and Adolescents	Barcelona, Spain
12/2-4/2016	Child Welfare Professionals' Determination of When Certain Unsafe Activities and Lack of Child Protection Constitutes Child Neglect: Forging New Frontiers: Looking into the Future of Childhood Injury Prevention. 21st Annual Injury Free Coalition for Kids® Conference.	Fort Lauderdale, FL
4/22-27/17	Revisited Imaging Findings and Pathophysiology of Abusive Head Trauma with Emphasis on Diffusion-Weighted Imaging: ASNR 55 <sup>th</sup> Annual Meeting	Long Beach, CA
5/6-9/17	Trauma-informed assessment (TIA) at an academic child protection clinic Annual PAS Meeting	San Francisco, CA
6/22-25/17	Evaluation of an educational campaign to raise awareness of child physical abuse among health care professionals in Greece	Rome, Italy
11/26-12/1/17	Updates on Pathophysiology and Imaging of Abusive Head Trauma: RSNA Annual conference	Chicago, IL
12/1-3/17	Child Abuse and Neglect Experts' Determination of When a Child Being Left Home Alone Constitutes Child Neglect: Forging New Frontiers: Moving Forward with Childhood Injury Prevention. 22nd Annual Injury Free Coalition for Kids® Conference.	Fort Lauderdale, FL
9/2-5/18	Missed opportunities for the detection of physical abuse among patients hospitalized with fractures at a tertiary children's hospital in Greece. Biennial World ISPCAN conference	Prague, Czech Republic
9/2-5/18	Secondary prevention of Adverse Childhood Experiences (ACEs) via	Prague, Czech

	implementation of trauma informed practices and care at an academic hospital	Republic
11/4/18	Referral for Follow-up Assessment of High Risk Families from the ED: A Comparison of Two Methods. Council on Child Abuse and Neglect. American Academy of Pediatrics National Conference & Exhibition	Orlando, FL
3/17-21/19	Secondary Prevention Opportunity for Adverse Childhood Experiences via implementation of family wellbeing assessment at an academic hospital	Panama City, Panama

Reviews of publications/programs

1. Johnson CF, Oral R, Gullberg L. Diaper Burn: Accident, Abuse or Neglect. *Emerg Pediatr Care*, 2000; 16:173-175 reviewed in *Child Abuse Quarterly Medical Update* 2001; VIII(1):14.
2. Oral R, Strang T. Neonatal Illicit drug screening practices in Iowa: The impact of utilization of a structured screening protocol. *J Perinatol* 2006; 1:1-7 reviewed in *Child Abuse Quarterly Medical Update* 2007; XIV(3):32-33.
3. My role in the field of child abuse & neglect as a child abuse pediatrician was reviewed in: *The Child Abuse Doctors*. David Chadwick (ed). GW Medical Publishers/STM Learning, Inc. (in press)
4. My role in systems building on child abuse management in Turkey was reviewed in: *Turkish American Scientists & Scholars Association newsletter* 2013; 2(1) accessible at [http://www.tassausa.org/Newsroom/item/1407/Building-a-bridge-from-Iowa-to-Turkiye-for-Children?utm\\_source=2013+January+Newsletter&utm\\_campaign=September+2012+Newsletter&utm\\_medium=email](http://www.tassausa.org/Newsroom/item/1407/Building-a-bridge-from-Iowa-to-Turkiye-for-Children?utm_source=2013+January+Newsletter&utm_campaign=September+2012+Newsletter&utm_medium=email) (1.30.2013)
5. Article co-authored by me titled "Epidemiology of adverse childhood experiences in three provinces of Turkey" won the best article of the year in Turkey.

**C. Invited Lectures**

1. Invited Local and Regional CME/CEU lectures

10/02/98	The problems in establishing a hospital based Child Protection Team in a developing country, Regional Ambulatory Pediatrics Conference	Columbus, OH
12/28/00	Shaken Baby Syndrome, Woodhall Medical Center	Brooklyn, NY
1/03/01	Munchausen Syndrome By Proxy, Beth Israel Medical Center	New York, NY
5/25/01	Sexual abuse. Columbia-Presbyterian Hospital Family Medicine Grand Rounds	New York, NY
2001-03	Lectures in the Training Course for the Child Protection Training Academy program for DHS case workers (One-day course, annually)	Iowa City, IA
1/14/02	Introduction to Diagnosis of Child Abuse & Neglect, Grand Rounds for Department of Surgery, U of I	Iowa City, IA
1/31/02	Child Protection Program at the U of I: Clinical guidelines for mandatory reporters, U of I, Department of Pediatrics	Iowa City, IA
5/22/02	Domestic violence and its impact on children, Child Protection Training Academy Training Program for DHS case workers via ICN	Iowa City, IA
9/26/02	Two 1-hour lectures in the Annual Meeting Des Moines County Task Force on Child Abuse & Neglect	Burlington, IA
2002-07	SPE Conferences (one lecture every two years)	Iowa City, IA
10/18/02	Update on Medical Approach to Child Abuse & Neglect, Blackhawk County Task Force Annual Meeting on Child Abuse & Neglect	Waterloo, IA

10/19/02	Mandatory Reporting for Daycare Providers, Indicators of Child Abuse & Neglect, 4-C's bi-annual conference	Iowa City, IA
10/24/02	Physician's Assistants Association Annual Conference, Medical Approach to Child Abuse & Neglect	Cedar Rapids, IA
1/28/03	How to interview families in alleged Child Abuse & Neglect cases, CEU training to social workers, Dep. Of Social Services, U of I	Iowa City, IA
2/6/03	How to interview children in alleged Child Abuse & Neglect cases, CEU training to social workers, Dep. Of Social Services, U of I	Iowa City, IA
3/20/03	Diagnostic Approach to Child Abuse & Neglect, Regional Perinatal Conference	Mason City, IA
4/29/03	Diagnostic Approach to Child Abuse & Neglect, Prevent Child Abuse Iowa Annual Conference	Des Moines, IA
9/18/03 - 12/16/04	Thirteen 1-hr monthly seminars for the Wapello County Child Protection Task Force	Ottumwa, IA
2/28/04	Diagnostic approach to Child Abuse & Neglect, Annual Conference for Emergency Medical Technicians	Iowa City, IA
2003-date	Medical Approach to Child Abuse & Neglect. Child Protection Training Academy Training Program (Two-day course, twice/year)	Des Moines, IA
4/15/04	Drug Endangered children, Annual Southeastern Iowa Conference on Drug Endangered Children	Ottumwa, IA
2004-date (Once/year)	Child Maltreatment, Advanced Pediatric Life Support Course, Department of Emergency Medicine, U of I	Iowa City, IA
7/29/04	Failure to thrive, Visiting Professor lecture, Broadlawns Medical Center	Des Moines, IA
10/8/04	Children and Domestic Violence, Children's Alliance in Wapello County Fall Conference	Ottumwa, IA
11/5/04	Drug Endangered children, Drug Endangered Children Task Force	Burlington, IA
11/12/04	Drug endangered children and community response, Appanoose County Drug Endangered Children Task Force In-service training	Centerville, IA
11/19/04	How does parental methamphetamine use affect children? Court Improvement Project for Judicial Branch Conference	Des Moines, IA
1/20/05 - 7/20/06	Fifteen 1-hr monthly seminars for the Ottumwa Regional Medical Center medical staff	Ottumwa, IA
3/4/05	Effects of illicit drugs on fetus and children, Southeastern Iowa Spring Conference on Drug Endangered Children	Ottumwa, IA
7/19/05	Child Maltreatment, Advanced Pediatric Life Support Course to Pediatricians & Family Practice Physicians, U of I	Iowa City, IA
9/23/05	Neonatal Screening Protocol at the U of I, AAP Iowa Chapter Postgraduate Fall Course on "Child and Adolescent at Risk"	Iowa City, IA
9/24/05	Medical Evaluation of Sexually Abused Child, AAP Iowa Chapter Postgraduate Fall Course on "Child and Adolescent at Risk"	Iowa City, IA
10/13/05	Physician's Assistants Association Annual Conference, Child Abuse & Neglect Mandatory Reporter Training course	Cedar Rapids, IA
12/2/05	Child Abuse & Neglect Grand rounds to Multidisciplinary Trauma Group, U of I	Iowa City, IA
12/13/05	Neonatal drug screening practices in Iowa and how can it be improved, State Child Protection Council bi-monthly meeting	Des Moines, IA

12/29/05	Munchausen Syndrome by Proxy to Emergency and Trauma Center staff, U of I	Iowa City, IA
1/10/06	Drug Endangered Children, Law Enforcement Annual Child Abuse and Neglect Certification Course, Johnson County Law Enforcement Agencies	Iowa City, IA
1/17/06	Drug Endangered Children, Law Enforcement Annual Child Abuse and Neglect Certification Course, Johnson County Law Enforcement Agencies	Iowa City, IA
1/24/06	Drug Endangered Children, Law Enforcement Annual Child Abuse and Neglect Certification Course, Johnson County Law Enforcement Agencies	Iowa City, IA
1/31/06	Drug Endangered Children, Law Enforcement Annual Child Abuse and Neglect Certification Course, Johnson County Law Enforcement Agencies	Iowa City, IA
2006-date	Visiting Professor lecture and hands-on training on selected cases, (1-3 invitations per year to family practice residencies around the state)	Iowa
4/07/06	Poverty and child abuse, Annual Diversity Conference	Ottumwa, IA
4/14/06	Drug Endangered Children, Johnson County Systems Unlimited Staffing Meeting	Iowa City, IA
6/23/06	Drug Endangered Children, Johnson County Public Defender's Office Annual Conference	Iowa City, IA
6/23/06	Shaken Baby Syndrome, Johnson County Public Defender's Office Annual Conference	Iowa City, IA
9/19/06	Pediatric burns and child abuse, Annual Midwest Burn Conference	Iowa City, IA
9/27/06	Perinatal Illicit Drug Screening Policy efforts in Iowa, Carol County Conference on Drug endangered Children	Carol, IA
2006-2010	Advanced Training on Medical Approach to Child Abuse & Neglect Child Protection Training Academy Training Program (One-day course, annually)	Des Moines, IA
10/26/06	Munchausen Syndrome by Proxy, Grand Rounds for St. Luke's Hospital Family Practice residency program	Cedar Rapids, IA
8/2/07	Perinatal illicit drug screening and intervention practices in Iowa, Public Health Barn Raising Conference VI	Des Moines, IA
9/6/07	Perinatal illicit drug screening and intervention practices in Iowa, Prevention Symposium	Des Moines, IA
9/26/07	Perinatal Illicit Drug Screening Policy efforts in Iowa, Union County Conference on Drug endangered Children	Creston, IA
10/4/07	Child Abuse & Neglect re-certification Course for Mandatory Reporters, Iowa Physician Assistant Society Fall Conference	Cedar Rapids, IA
3/26/08	Inflicted Head Trauma in Children & Childhood Physical Abuse, Iowa Women's Police Association Conference	Des Moines, IA
4/9-10/08	Statewide Policy on Perinatal Illicit Drug Screening and Intervention, Perinatal Care Conference	Des Moines, IA
4/18/08	How to recognize child abuse? Pediatric Nursing Conference	Iowa City, IA
4/21/08	Prevention of Pediatric Inflicted Head Trauma, Annual Prevent Child Abuse Iowa Conference	Des Moines, IA
3/31/09	Shaken Baby Syndrome Prevention, Family, Career, Communication Leaders of America Annual Conference	Des Moines, IA

4/7/09	Dissemination of the Statewide Perinatal Illicit Drug Screening and Intervention Protocol: Preliminary outcome, Drug Endangered Children Alliance of Iowa Annual Meeting	Des Moines, IA
6/9/09	How do pediatricians deal with emotions and personal biases when managing child abuse cases and interacting with their families: Schwartz Rounds	Iowa City, IA
7/1/09	Shaken Baby Syndrome Prevention, Family Consumer Sciences Teachers Annual Conference	Des Moines, IA
3/20/10	Recognition of child physical abuse, Rural Health Conference, Indian Hills College	Ottumwa, IA
4/13/10	Shaken Baby Syndrome Prevention Efforts in Iowa, Governor's Prevention Conference	Ames, IA
2010-date	Advanced Training on Abusive Head Trauma, Child Protection Training Academy Training Program (One-day course, once a year)	Des Moines, IA
4/11/12	Non-organic failure to thrive and perinatal illicit drug exposure: Visiting Professorship lecture	Waterloo, IA
4/12/12	Nebulous and gray areas in child abuse: Midwestern Family Physicians Conference	Iowa City, IA
10/23/12	Impact of staff training on perinatal illicit drug screening and intervention (Drug Endangered Children Conference)	Des Moines, IA
9/9/13	Sick From Bullying: Reaction Panel at Youth and Violence Conference	Iowa City, IA
9/12/13	Local Perspectives on Adverse Childhood Experiences at The Corridor's ACEs Summit	Cedar Rapids, IA
9/20/13	Abusive Head Trauma at Trauma Conference	Davenport, IA
10/3/13	Maternal and neonatal illicit drug screening (Neonatal Update Conference)	Iowa City, IA
10/4/13	Indicators of child abuse and neglect (Iowa Nursing Conference)	Iowa City, IA
12/3/13	Adverse Childhood Experiences at 4-C's Annual Conference	Iowa City, IA
1/15/14	Adverse Childhood Experiences: Carol County Community Task Force (full day training course)	Creston, IA
4/1/14	Adverse Childhood Experiences: Trainer the trainers seminar for Johnson County Supervisors Group	Iowa City, IA
2/4/14	Inflicted Trauma: Trauma Group Seminar	Iowa City, IA
3/20/14	Skin findings and child abuse: Visiting Professor lecture at Broadlawns Hospital Family Practice Program:	Des Moines, IA
3/26/14	Systems building in Turkey: Provost's Global Forum at the U of I	Iowa City, IA
5/1/14	Adverse Childhood Experiences: Iowa Nurse Practitioners Association Annual Conference	Iowa City, IA
6/24/14	Adverse Childhood Experiences: Trauma Informed Care Course to Fort Dodge Community Task Force	Fort Dodge, IA
8/25/14	Adverse Childhood Experiences: Blackhawk County Community Task Force	Waterloo, IA
10/7/14	Adverse Childhood Experiences: Mason City Medical Society monthly meeting	Mason City, IA
10/9/14	Adverse Childhood Experiences: School Nurses Annual Conference	Des Moines, IA
4/23/15	Munchausen Syndrome by Proxy: Siouland Medical Center family Practice Residency Program grand Rounds	Sioux City, IA
8/26/15	Domestic Violence and how it effects families: Broadlawns Medical Center Family Practice Program grand rounds	Des Moines, IA
2/5/16	Transforming the U of Iowa to a trauma informed campus: Invited	Iowa City, IA

3/18/16	presentation to the UI president, provost, vice president for student affairs Poverty and child abuse: Ottumwa Annual Regional Diversity Conference	Ottumwa, IA
4/22/16	Childhood Trauma Work at Global Scale: Language Makes a Difference, Coe College French Department Grand Rounds	Cedar Rapids, IA
4/27/16	Trauma Informed Care: Resiliency Triumphs Over Trauma Workshop	Iowa City, IA
5/18/16	Trauma Informed Care on Campus and Beyond: Resiliency Triumphs Over Trauma Workshop	Iowa City, IA
5/18/16	Resiliency Triumphs over Trauma: Just Living Theme Semester workshop	Iowa City, IA
5/19/16	Bullying real life and internet for parents: Visiting Professor lecture at St. Luke's Hospital	Cedar Rapids, IA
8/18/16	Abusive Head Trauma recognition and prevention in the ER: Webinar to all Iowa Hospitals with an ER service	Iowa
10/28/16	How to provide Trauma informed Care to children in foster care: Iowa Foster Care Association annual conference	Cedar Rapids, IA
2/4/17	Nurses' Role in Trauma Informed Practices: UI Nursing Grand rounds	Iowa City, IA
3/4/17	Trauma informed care and trauma sensitive responses: Peri-anesthesiology Nurses Annual Conference	Iowa City, IA
3/8/17	Trauma informed care in primary care: First Five Webinar training	Iowa City, IA
4/18/17	Adverse Childhood Experiences and How they impact all aspects of life: Shelby County Trauma Task Force meeting	Shelby County, IA
4/20/17	How child abuse affects mental health: Mental Health Nurses Annual Conference	Iowa City, IA
5/30/17	Domestic Violence: First Five Webinar training	Iowa City, IA
5/31/17	Recognition of child abuse and neglect in primary care: First Five Webinar training	Iowa City, IA
6/1/17	Trauma Informed Care: The future of Health Care	Cedar Falls, IA
6/2/17	Domestic Violence: First Five Webinar training	Tipton, IA
10/26/17	Trauma Informed Care: Medicine-Psychiatry Nurses Conference	Iowa City, IA
12/14/17	How to implement Trauma Informed Assessment in Systems of Care: Ottumwa Mental Health Task Force	Ottumwa, IA
2/21/18	Adverse Childhood Experiences and Sexual Abuse: First-Five training for primary care providers	Cedar Rapids, IA
3/21/18	Trauma sensitive responses to families in which child abuse occurs: Children's Hospital's Nursing Grand Rounds	Iowa City, IA
4/12/18	How to conduct Trauma Informed Assessment in systems of care: Ottumwa Train-the-Trainer Course (half day)	Ottumwa, IA
4/24/18	How do Adverse Childhood Experiences affect health, education, income, productivity, and mortality: First-Five training for primary care providers	Cedar Rapids, IA
5/8/16	How to respond to sex abuse lecture: UIHC Ob/Gyn residents	Iowa City, IA
5/9/18	How to conduct Trauma Informed Assessment in systems of care: Ames Train-the-Trainer Course (full day)	Ames, IA
5/21/18	Trauma Informed Care: UI Family Practice Grand Rounds	Iowa City, IA
10/31/18	Path to diagnostic accuracy and value based care is Trauma Informed Care	Manchester, IA
11/15/18	Domestic Violence and child abuse: Broadlawns Hospital Grand Rounds	Des Moines, IA
1/22/19	Adverse Childhood Experiences and Their Impact on Health: U of Iowa Trauma and Resiliency Certificate Lecture	Iowa City, IA
3/14/19	How to conduct Trauma Informed Assessment in systems of care:	Ottumwa, IA

10/30/19	Ottumwa Train-the-Trainer Course (full day) New Hampshire Specialized Medical Services for Child Protection System: Dept. of Pediatrics Grand rounds	Lebanon, NH
10/2019	New Hampshire Specialized Medical Services for Child Protection System: Presentation to CANA-statewide stakeholders	Concord, NH

2. Invited National CME Lectures

3/23/99	Sexual Abuse in Children, Department of Pediatrics Noon Conference at Cornell Medical Center	New York, NY
3/3/00	Munchausen Syndrome By Proxy, Driscoll Children's Hospital	Corpus Christi, TX
1/27/05	Establishment of Interdisciplinary Child Protection Teams in a traditional society: The hurdles and how they are overcome, 19 <sup>th</sup> Annual Conference on Child and Family Maltreatment	San Diego, CA
4/30/06	Neonatal illicit drug screening: How can we prevent sending infants to drug using homes? Pediatric Ambulatory Society Annual Conference, Child Abuse & Neglect Special Interest Group session	San Francisco, CA
10/7/06	Outcome of structured training program on child abuse & neglect in Turkey, AAP International Child Health Section Annual Membership meeting	Atlanta, GA
1/12/07	Perinatal illicit drug use/exposure: Still a dilemma nationwide? Children's Hospital at Dartmouth Grand Rounds	Lebanon, NH
3/5/07	Neonatal illicit drug screening: How can we prevent sending infants to drug using homes? University of Connecticut, Department of Pediatrics Grand Rounds	Hartford, CT
3/7/07	Neonatal illicit drug screening: How can we prevent sending infants to drug using homes? Annual Howard Sloan Day, Long Island College Hospital	New York, NY
4/11/07	Child advocacy center model and medical assessment of sexually abused children, New Hampshire Child Protection Task Force	Manchester, NH
4/12/07	Child advocacy center model and medical assessment of sexually abused children, Children's Hospital at Dartmouth Child Advocacy Center staff in-service training	Hanover, NH
10/21/07	Perinatal Illicit Drug Screening Policy Development Efforts in Iowa, Helfer Society Annual Conference	Stevenson, WA
1/31/08	Perinatal Illicit Drug Screening Policy Development Efforts in Iowa, 22 <sup>nd</sup> San Diego Annual Conference on Child Maltreatment	San Diego, CA
9/23/08	Illicit drug exposure in children evaluated for abuse and neglect, Helfer Society Annual Meeting	Tuscan, AZ
4/6/11	Improvement in perinatal illicit drug screening and intervention practices at the UIHC, Helfer Society Annual Meeting	Amelia Island, FL
3/20/12	Leading the way to Child Advocacy Center model in Turkey, National Children's Alliance Annual Meeting	Huntsville, AL
8/10/12	Assessment of child homicides: Child fatalities symposium, Midwest Alliance on Shaken Baby Syndrome	Minneapolis, MN
10/20/12	Systems Building in Turkey on child abuse management and prevention (AAP annual conference)	New Orleans, LA
4/5/13	Munchausen Syndrome by Proxy (full day course to forensic investigators)	Minneapolis, MN

11/14/14	Drug Endangerment of Children (full day course to forensic investigators)	Minneapolis, MN
4/19-22/15	Trauma informed care by child abuse pediatricians: Helfer Society Annual Conference	Savannah, GA
5/5/15	Trauma informed care at Child Advocacy Centers: National Children's Alliance Annual Conference	Norfolk, VA
1/27/16	Trauma Informed Care at the UIC: Helfer Society Prevention Committee Quarterly Meeting	Houston, TX
3/4/16	Adverse Childhood Experiences and how childhood trauma affects health: AIAFS Training Course for Forensic Scientists	Minneapolis, MN
7/11/18	Path to diagnostic accuracy and value based care is Trauma Informed Care: Mount Sinai Children's Hospital Grand Rounds	New York City, NY
9/25/18	Path to diagnostic accuracy and value based care is Trauma Informed Care: UC at Irvine Child Protection Program Grand Rounds	Irvine, CA
10/22/18	Path to diagnostic accuracy and value based care is Trauma Informed Care: Dartmouth University Child Protection Program Grand Rounds	Manchester, NH
10/28/18	Path to diagnostic accuracy and value based care is Trauma Informed Care: University of New York Grand rounds	Syracuse, NY
11/19/18	Path to diagnostic accuracy and value based care is Trauma Informed Care: Hackensack University Medical Center Child Protection Program Grand Rounds	Hackensack, NJ
1/11/19	Trauma Informed Care and Trauma Sensitive Responses in Health care: AIAFS day-long Training Course for Forensic Scientists	Minneapolis, MN
1/15/19	Importance of specialized medical evaluation of all alleged victims of child abuse and neglect: Forum discussion with New Hampshire Legislature	Concord, NH
5/8/20	Trauma Informed Care and Trauma Sensitive Responses in Health care: AIAFS day-long Training Course for Forensic Scientists	Minneapolis, MN

3. Invited International CME/CEU lectures

3/19/02	Collaboration of Medical, Legal and Social work fields in Child Neglect prevention in Turkey, Ege University Medical School (One-day in-service training course)	Izmir, Turkey
3/20/02	Collaboration of Medical, Legal and Social Work fields in Child Abuse & Neglect prevention in Turkey, Ankara and Gazi University Medical Schools (Three 1-hr lectures)	Ankara, Turkey
3/21/02	Collaboration of Medical, Legal and Social Work fields in Child Abuse & Neglect prevention in Turkey, Ankara and Gazi University Medical Schools (Half day in-service training course)	Ankara, Turkey
3/22/02	Medical diagnostic approach to Child Abuse & Neglect, Duzce University Medical School (One-day in-service training course)	Duzce, Turkey
3/25/02	Problems of a newly established hospital-based Child Abuse & Neglect follow-up team, 3-hour workshop, Dokuz Eylul University	Izmir, Turkey
3/27/02	Problems of a newly established hospital-based Child Abuse & Neglect follow-up team, 3-hour workshop, Ege University	Izmir, Turkey
5/3/03	Training Course for physicians on Child Abuse & Neglect, Istanbul Chapter of Turkish Medical Association (One-day in-service training course)	Istanbul, Turkey
5/5/03	Training Course for multidisciplinary professionals on Child Abuse & Neglect Akdeniz University Medical School (One-day in-service training course)	Antalya, Turkey

course for hospital staff)

5/6/03	Training Course for interdisciplinary professionals on Child Abuse & Neglect Akdeniz University Medical School (One-day in-service regional training course)	Antalya, Turkey
5/9/03	Training course to hospital based multidisciplinary team members, Ege University Medical School (One-day in-service training course)	Izmir, Turkey
5/12/03	Training Course for general practitioners on Child Abuse & Neglect, Ege University Medical School (One-day in-service training course)	Izmir, Turkey
5/13/03	Role of schools in the management of Child Abuse & Neglect, Ege University Medical School (Half-day symposium, four 1-hr lectures)	Izmir, Turkey
5/20/04	Introductory training to Aydin Regional Child Protection Task Force, Aydin Municipality Human Resources Center (One-day in-service training course)	Aydin, Turkey
5/21/04	Establishing and running a child advocacy center in Turkey to Aydin Child and Youth Center staff, Aydin Child and Youth Center (4 hours)	Aydin, Turkey
5/24-26/04	5 <sup>th</sup> National Conference of Sexuality & Sexual Disorders (Two 1-hour lectures)	Istanbul, Turkey
5/27-28/04	Training course to hospital based multidisciplinary team members, Hacettepe University Medical School (Two-day in-service training course)	Ankara, Turkey
6/2-3/05	Training course to hospital based multidisciplinary team members on Child Abuse & Neglect, Baskent University Medical School (Two-day in-service training course)	Ankara, Turkey
6/3/05	How to improve legal response to Child Abuse & Neglect, Ankara Bar Association	Ankara, Turkey
6/4/05	How to interview sexually abused children, Vth Social Psychiatry Conference, Osmangazi University Medical School (Half day Workshop)	Eskisehir, Turkey
6/7-8/05	How to organize regional interdisciplinary response to Child Abuse & Neglect, Erciyes University Medical School (Two-day in-service training course)	Kayseri, Turkey
5/15/06	Two 3-hour workshops for Multidisciplinary Child Protection Teams in Ankara, Gazi University Medical School	Ankara, Turkey
5/16-17/06	Biennial conference on response to Child Abuse and Neglect, Turkish Society for the Prevention of Child Abuse and Neglect (3-hour workshop)	Ankara, Turkey
5/18-19/06	Training course on response to Child Abuse and Neglect, Ondokuz Mayıs University Medical School (Two-day in-service training course)	Samsun, Turkey
6/8/06	Grand Rounds on Inflicted Head Trauma in Children, National Forensic Medicine Institute	Istanbul, Turkey
6/9/06	Cerrahpasa Medical School Child Protection Symposium (Two 1-hour lectures)	Istanbul, Turkey
6/9/06	Capa Medical School Child Protection Symposium (Three 1-hour lectures)	Istanbul, Turkey
5/21-22/07	Conference on response to Child Abuse and Neglect, Uludag University Medical School, (Two-day in-service training course)	Bursa, Turkey
5/24-28/07	Forensic Medicine Association Annual Symposium (Three 4-hour workshops)	G-antep Turkey
6/4/07	Medical management of inflicted head trauma	Aydin, Turkey

5/5/08	Regional Conference on Child abuse & Neglect,-Ege University Medical School (2-hour lecture)	Izmir, Turkey
5/8-10/08	National Conference on response to Child Abuse and Neglect, Turkish Society for the Prevention of Child Abuse and Neglect (2-hour workshop)	Ankara, Turkey
5/9/08	Task Force meeting on National Child Protection System Development: Collaboration among State Departments of Social Services, Health, Justice, Education, Internal Affairs, and Education (2-hour workshop)	Ankara, Turkey
5/26/08	Izmir Interdisciplinary Child Abuse & Neglect Task Force meeting (2-hour workshop)	Izmir, Turkey
11/3/08	Izmir Department of Public Health Annual Conference (2-hour workshop)	Izmir, Turkey
11/4/08	Izmir Child Abuse Task Force monthly meeting (2-hour workshop)	Izmir, Turkey
11/5/08	Izmir Forensic Medicine Institute Grand Rounds	Izmir, Turkey
4/12-14/09	Inflicted head trauma and case management on a multidisciplinary basis 19 <sup>th</sup> National Child and Adolescent Psychiatry conference	Antakya, Turkey
4/16-17/09	One day course on Interdisciplinary Management of Child Sexual Abuse Izmir Child Abuse Task Force and Behcet Uz Children's Hospital Grand Rounds (1-hour lecture)	Izmir, Turkey
9/27-30/09	National Conference on Child Maltreatment, Ankara Child Protection Task Force (One day in-service training course, 4-hour workshop, key note lecture)	Ankara, Turkey
10/1-4/09	5 <sup>th</sup> Neurosurgery Conference (2-hour workshop on program development on Shaken Baby Syndrome)	Urgup, Turkey
10/14-17/09	4 <sup>th</sup> Mediterranean Academy of Forensic Sciences Meeting (4-hour workshop and 90 minute round table)	Antalya, Turkey
5/19-20/10	Child Abuse in-service training course, University of Porto (2-day course on program development on Shaken Baby Syndrome and Child Sexual Abuse)	Porto, Portugal
5/22-24/10	Unicef/Marmara University Collaborative Meeting (3-day in-service training course on establishment of child advocacy centers at 9 universities in Turkey)	Istanbul, Turkey
5/26-28/10	1 <sup>st</sup> National Shaken Baby Syndrome Conference (Half day inservice training course, four 1-hour lectures)	Ankara, Turkey
5/30/10	Celal Bayar University Conference of Social aspects of medical care for elderly and children (One two-hour lecture on management of abusive head trauma)	Manisa, Turkey
6/16-17/10	Cumhuriyet University and Sivas Child Abuse Task Force meeting (2 day in-service course to support interagency team establishment, 6 one-hour lectures)	Sivas, Turkey
7/26-30/10	Ministry of Health in-service training on Child Protection Pilot Project Team building (5 day in-service course, 9 one hr lectures, 2 workshops)	Ankara, Turkey
11/8-9/10	Zeynep Kamil Children's Hospital in-service training on child abuse & neglect (3 one-hr lectures)	Istanbul, Turkey
11/8-10/10	Ministry of Health in-service training on updates on Child Protection Center Pilot Project Team building (2 day in-service course, 3 one-hr lectures)	Ankara, Turkey
11/11/10	Samsun Child Abuse Task Force Meeting (4 one-hour lectures)	Samsun, Turkey
11/12/10	Izmir Child Abuse Task Force meeting (1-day course on Child Protection Center model)	Izmir, Turkey

12/5-7/10	10 <sup>th</sup> National Conference on Child Abuse and Neglect (half-day workshop on hospital based child protection team building)	Lahore, Pakistan
5/2-7/11	University of Porto Annual Child Abuse Conference (two day forensic interview course, one-day child advocacy center course and two lectures)	Porto, Portugal
5/18/11	Izmir Child Abuse Task Force symposium (lectures on child advocacy center model and abusive head trauma management)	Izmir, Turkey
6/1-2/11	Trabzon Child Abuse Task Force symposium (lectures on child advocacy center model and interdisciplinary response to child abuse & neglect)	Trabzon, Turkey
9/12-17/11	International Association of Forensic Sciences 19 <sup>th</sup> Triennial Conference (three workshops on sexually transmitted infections, assessment of acute sexual assault, and child advocacy center model)	Madeira, Portugal
9/18-21/11	Establishment of Child Advocacy Centers in Turkey and Portugal (Symposium at the 12 <sup>th</sup> European Child Abuse Conference)	Tampere, Finland
9/18/11	Child Protection Program Development in Turkey (International Working Group on Epidemiology of child abuse & neglect meeting)	Tampere, Finland
11/25/11	Updates on Child Abuse & Neglect (University of Crete Symposium)	Crete, Greece
12/1-3/11	Child Advocacy Center in reducing secondary traumatization within the system of sexually abused children (Excellence in Child Mental Health 2011 Conference)	Istanbul, Turkey
6/14-16/12	Child Abuse management systems building in Turkey (Sustaining Families: Global and local perspectives-U of I College of Law International Conference)	Iowa City, IA
7/16/12	Child Advocacy Center Model to respond to child abuse & neglect, University of Guatemala	Guatemala City
9/6-7/12	Evaluation of the First Child Advocacy Center in Turkey: First Annual Conference	Ankara, Turkey
9/9-12/12	Evaluation of severe physical abuse (19 <sup>th</sup> International Congress on Child Abuse & Neglect –ISPCAN)	Istanbul, Turkey
1/18/13	Corporal Punishment of Children & Child Advocacy Center Model (3 <sup>rd</sup> SPECAN International Child Abuse Conference)	Porto, Portugal
1/18/13	Child Advocacy Center Model for Portugal (3 <sup>rd</sup> SPECAN International Child Abuse Conference)	Porto, Portugal
1/15-16/13	Prevalence of Child Abuse & Neglect in Turkey (BECAN National Conference)	Izmir, Turkey
3/18/13	What Clergy needs to recognize and prevent child abuse and neglect: Izmir Child Abuse Task Force meeting	Izmir, Turkey
3/20/13	How to establish a hospital based child protection team: Grand rounds at Dokuz Eylul University Medical School	Izmir, Turkey
3/20/13	Case conference: How to improve child abuse case management in Izmir	Izmir, Turkey
3/21/13	Child Advocacy Center: Behcet Uz Children's Hospital Grand rounds	Izmir, Turkey
7/30-31/13	Acute Sexual Assault Response Systems Building at Mugla Task Force's Workshop Days	Mugla, Turkey
8/6/13	Acute Sexual Assault and Forensic Medical Examination, Grand Rounds, Turkish National Institute of Forensic Medicine, Istanbul Headquarters	Istanbul, Turkey
8/7/13	Acute Sexual Assault and Forensic Medical Examination, Grand Rounds, Turkish National Institute of Forensic Medicine, Izmir Chapter	Izmir, Turkey
11/9/13	How to keep your children safe in digital age at National Conference on Child	Ankara,

11/15/13	Safety and Internet Child Advocacy Center Model in Turkey at Child Abuse Task Force Meeting	Turkey Aydin, Turkey
11/18/13	Child Advocacy Center Model in Turkey at Child Abuse Task Force Meeting	Antalya, Turkey
11/22-23/13	Multidisciplinary team response to child abuse and neglect at National Conference on Child Maltreatment	Nicosia, Cyprus
5/4-6/14	How to establish multidisciplinary/interagency response to abusive head trauma at International Abusive Head Trauma Conference	Paris, France
7/31/14	How to establish multidisciplinary/interagency response to child abuse at children's hospitals; Bogota University Medical School, Department of Psychiatry Grand Rounds	Bogota, Colombia
8/4-6/14	How to establish multidisciplinary/interagency response to child abuse at children's hospitals (Plenary at International Conference on Child Maltreatment)	Bogota, Colombia
8/4-6/14	Adverse Childhood Experiences (Keynote Speech at International Conference on Child Maltreatment)	Bogota, Colombia
10/23-25/14	Child Death Review Teams at International Conference on Child Maltreatment	Istanbul, Turkey
6/30/15	Bullying and Pediatrics: Behcet Uz Children's Hospital Grand Rounds	Izmir, Turkey
9/27-30/2015	Adverse Childhood Experiences and Trauma informed care	Bucharest, Romania
11/16-18/15	Train the trainers on fundamentals of child abuse and neglect diagnosis and management: ELIZA child abuse grant educational activities	Athens, Greece
2/18/16	Challenges in diagnosing child physical abuse: National Pediatric Conference	Muscat, Oman
6/1-5/16	Train the trainers on how to establish hospital based child protection team in Greece (3 day course, during which I gave 11 lectures and prepared 16 lectures for others to deliver)	Athens, Greece
6/8/16	Integrating Trauma informed care into health: Solidarity Clinic grand rounds	Rethymnon Greece
6/10-13/16	Integrating Trauma informed care into health and human services in Greece: National Conference on how to improve social sciences in Greece	Rethymnon Greece
6/22-23/16	Revisiting forensic interview principles: Grand rounds at Behcet Uz Children's Hospital Child Protection Center and hands on peer-review	Izmir, Turkey
5/14-26/17	In-service training course on how to implement interdisciplinary child protection programs in Colombia: University of Bogota and AFECTO child abuse task force (5 day course, I prepared and gave 12 lectures)	Bogota, Colombia
6/14/17	Interdisciplinary response to child abuse and neglect across the community: PROMISE European Project conference	Brussels, Belgium
10/11-13/17	Videogames and child abuse and neglect: Internet and Child Safety Conference – Digital games	Ankara, Turkey
11/13-14/17	Course on physical abuse and its hospital based multidisciplinary and regional interdisciplinary management in Lahore: The Children's Hospital and The Institute of Health symposium on child abuse	Lahore, Pakistan
11/15-17/17	Physical abuse management at children's hospitals: 1st South Asia Regional Conference on Child Rights & 12th National Child Rights Conference	Lahore, Pakistan
1/25-27/18	Adverse Childhood Experiences and Trauma Informed Care: Adolescent Health Conference	Lisbon, Portugal
3/13-15/18	Multidisciplinary response to Child Abuse and neglect in Pakistan via Child	Islamabad,

5/28-31/18	Protection teams and centers Course on Forensic Interviews: Izmir Child Protection Center annual course	Pakistan Izmir, Turkey
7/21-25/18	Trauma informed Care and Sexual Abuse management: National Colombian Child Maltreatment-Annual Conference (two lectures)	Bogota, Colombia
10/18/18	Medical evaluation of child victims of sexual abuse: Webinar for PROMISE European Union Project	Webinar
12/3/18	Interdisciplinary Response to Child Abuse & Neglect at Hospital Setting: Kyriakou Children's Hospital Child Protection Team	Athens, Greece
12/4/18	Inter-hospital collaborative Child Protection Program Establishment: Combined Grand Rounds for Kyriakou Children's Hospital and Agia Sophia Children's Hospital	Athens, Greece
12/6/18	Diagnostic Comprehensive Evaluation of Child Sexual Abuse: Kyriakou Children's Hospital Grand Rounds	Athens, Greece
12/10/18	Training Course on Interagency Response to Child Sexual Abuse: Annual Training Course for Northern Greece Prosecutors, Law enforcement and Judges (half day course)	Athens, Greece
12/11/18	Training Course on Interagency Response to Child Sexual Abuse: Annual Training Course for Southern Greece Prosecutors, Law enforcement and Judges (half day course)	Athens, Greece
12/12/18	International Success Story on Implementing Interagency collaborative Response to Child Sexual Abuse: ELIZA Board of Directors Quarterly Meeting	Athens, Greece
12/13/18	How to assess inpatient child physical abuse cases: Kyriakou Children's Hospital Pediatric resident weekly seminar	Athens, Greece
1/17/19	How to integrate child and family advocacy services into Child Advocacy Center model in Turkey: Webinar for national leaders on child abuse	Izmir, Turkey
4/8-12/19	Best practices to respond to four major categories of child abuse and neglect (2 day course) National Conference on Child Maltreatment	Istanbul, Turkey
11/27-30/19	Adverse Childhood Experiences and Trauma Informed Care: 2 <sup>nd</sup> International 7 <sup>th</sup> National Pediatric Nursing Congress	Izmir, Turkey

4. Invited Lectures at other Meetings

9/23/03	Drug Endangered Children, Annual Public Forum of Prevent Child Abuse-Johnson County Council <a href="http://www.uiowa.edu/~ournews/2003/september/092203child-abuse-forum.html">http://www.uiowa.edu/~ournews/2003/september/092203child-abuse-forum.html</a>	Iowa City, IA
5/6/05	Shaken Baby Syndrome, City High School Health Class students	Iowa City, IA
5/17/05	Shaken Baby Syndrome, West High School Health Class students	Iowa City, IA
2/10/06	Perinatal Illicit Drug Screening Protocols in Iowa, Iowa Alliance on Drug Endangered Children bimonthly meeting	Des Moines, IA
2/28/06	Community collaboration is needed: Drug Endangered Children Community Task Force, Monthly luncheon meeting, Johnson County Juvenile Law Community	Iowa City, IA
8/8/06	Sexual Assault Nurse Examiner's responsibilities in assessing pediatric acute sexual assault cases, SART monthly meeting	Iowa City, IA
8/22/06	How to improve perinatal illicit drug screening in Iowa, Iowa Department of Public Health staffing meeting	Des Moines, IA

10/7/06	International training activities make a difference in the management of child abuse and neglect, American Academy of Pediatrics International child Health Section Executive Board Meeting	Atlanta, GA
3/8/07	How to improve perinatal illicit drug screening in Iowa, Department of Public Health, Maternal and Child Health Advisory Council Meeting	Des Moines, IA
1/10/08	Statewide Policy on Perinatal Illicit Drug Screening and Intervention in Iowa, Department of Public Health, Maternal and Child Health Advisory Council Meeting	Des Moines, IA
1/10/08	Statewide perinatal illicit drug screening and intervention policy in Iowa, Department of Public Health, Maternal and Child Health Advisory Council Meeting	Des Moines, IA
9/10/08	Shaken Baby Syndrome Prevention Panel, Family Career & Community Leaders Annual In-service Training	Ankeny, IA
9/10/08	Shaken Baby Syndrome Prevention Panel, Family Consumer Science Teachers Luncheon Meeting	Ankeny, IA
2008-2010	Profile of abusive families, Coe College Sociology Department (annual lecture to Sociology of the Family class	Cedar Rapids, IA
11/9/09	International Mondays: Child Abuse & Neglect prevention in Turkey	Iowa City, IA
2010-date	Historical background of the political environment in Turkey (annual lecture)	Cedar Rapids, IA
11/1/10	Profile of abusive families, Coe College Sociology Department	Cedar Rapids, IA
2/17/11	How to prevent missed abuse, Iowa Child Death Review Team	Des Moines, IA
3/19/15	How to address the needs of drug exposed children in foster care, Cedar Rapids Foster Families	Cedar Rapids, IA
4/13/15	Adverse Childhood Experiences and Trauma Informed Care: Kirkwood Community College Nursing students	Cedar Rapids, IA
9/10/15	Neonatal Abstinence Syndrome: Medicaid Enterprise of Iowa monthly meeting	Des Moines, IA
10/14/15	Career path of a pediatrician from general practice to neonatology to child abuse pediatrics: ImmUNITY campaign student group	Iowa City, IA
12/1/15	International systems building on child protection-From the University of Iowa to Turkey and beyond: Iowa City Foreign Relations Council	Iowa City, IA
1/5/16	Adverse Childhood Experiences: Johnson County Morning Rotary Club	Iowa City, IA
2/7/16	Implementing Trauma Informed Care on campus at the U of Iowa: Presentation to the President, Provost, Vice President of Students	Iowa City, IA
4/27/16	Resiliency Triumphs over Trauma: Just Living Theme Semester workshop	Iowa City, IA
8/4/16	Nurses' role in Trauma Informed Care: Nurse Managers Council monthly meeting	Iowa City, IA
11/4/16	Child Trauma Prevention: From UI to Greece – UI Fulbright Annual Presentation Series	Iowa City, IA
2/4/19	Panel presentation for the City Circle Theater in Relation to “Who is the Tommy” musical	Coralville, IA
8/27/19	Quechee Lakes Landowners Association CHaD Classic Gala Night	Queechee, VT

**D. Areas of Research Interest and Projects**

Research interests

- National Child Abuse and Neglect Prevention program development in developing countries (Turkey, Portugal, Pakistan, Greece)
- Drug endangered children and policies on hospital management of drug endangered children
- Perinatal illicit drug screening protocols at birthing hospitals
- Adverse Childhood Experiences and trauma informed care at the UIHC, on campus and employee clinic
- Parenting classes and their impact on child abuse prevention
- Bilateral skull fractures in infants abuse vs. accident

#### Completed Projects

- Established Child Assessment Clinic as a referral center to evaluate allegedly abused and neglected children
- Established a Shaken Baby Prevention Program at the NICU, Mother Baby Unit, Pediatrics Clinic, and Family Practice Clinic, after using three years of CMN grant funding, in 2013, it was adopted by the hospital as part of the capital budget, providing the program permanency.
- Spearheaded collaboration at the UIHC and revised the hospital perinatal illicit drug screening and intervention protocol
- Developed training curriculum on perinatal illicit drug screening protocol use for the UIHC staff and created a model curriculum to be used at the birthing hospitals in Iowa
- Co-led the statewide collaboration involving governmental and non-governmental agencies and developed a statewide policy for perinatal screening and intervention for illicit drugs, which became part of State Perinatal Care Clinical Guidelines
- Contributed to the development of an international medical curriculum on Child Abuse & Neglect for medical practitioners in developing countries by participating in the Ad Hoc Committee in International Society for the Prevention of Child Abuse and Neglect (ISPCAN)
- Led training activities in Turkey to create a network of trainers and participated in the establishment of >30 Multidisciplinary Child Protection Teams, became an invited consultant for the Turkish Ministries of Justice and Health in creating a network of Child Protection Centers in Turkey and for two congresswomen to draft a bill to support the same.
- Led Turkish National Child Abuse Task Force to join the ISPCAN International Working group on determining the epidemiology of Child Abuse & Neglect in developing countries
- Established a multicenter research team in Turkey to conduct a retrospective study on shaken baby syndrome: data collection completed, manuscript is being drafted
- Became recognized as an expert in Turkey, Portugal, Pakistan, and in Greece, in developing a national response to child abuse & neglect and specifically to child sexual abuse and abusive head trauma interdisciplinary/inter-sectorial management
- I completed multiple research projects and published them in peer-reviewed journals
- I joined the National Children's Alliance (NCA) as the leader of the Turkish collaboration in establishing the pilot Child Advocacy Center model in Ankara Turkey (invited by the NCA)
- Established and have been leading a statewide specialized medical consultancy program to assess child abuse cases from rural Iowa for DHS in real time with a follow-up multidisciplinary management component
- Participated in the adoption of umbilical cord testing to replace meconium testing for neonatal toxicology screening
- Working with Iowa Department of Public Health and National Center on Shaken Baby Syndrome to expand Shaken Baby Syndrome Prevention Program to all birthing hospitals in Iowa, I helped Iowa to be designated one of the "PURPLE" states by the National Center on Shaken Baby Syndrome where this program is used throughout the state.

- Video clip production on Adverse Childhood Experiences
- Worked with the University of Porto Department of Forensic Medicine and helped them implement regional interdisciplinary child abuse task forces in Portugal and develop guidelines for the Ministry of Justice on the management of child sexual abuse
- Worked as a consultant with national and regional policy makers and child protection agencies in Turkey and helped a congress bill passed to implement regional interdisciplinary child abuse task forces and child advocacy centers (15 such centers have been established)
- Worked with “Protection And Help of Children Against Abuse and Neglect (PAHCHAAN)” non-governmental agency in Pakistan and helped them develop a training curriculum for medical professionals on the hospital management of abused children
- Completed a project on establishing a network of trained medical providers across Iowa to serve as medical resources for local DHS workers: Spearheaded a team of medical directors of the child protection centers in Iowa and Child Health Specialty Clinics
- Founded the Iowa Chapter of American Professional Society on the Abuse of Children collaborating a team of child abuse professionals in Iowa.
- Successfully organized the Provost’s Global Forum for Academic Year 2013-2014 (March 25-28/2014)
- Co-established a Council on Trauma Informed Care (“Promoting Resiliency Initiative”) on campus collaborating with the colleges of Education, Public Health, Social Work, Nursing, Medicine, and Law
- Established Family-Well-being Assessment Clinic run by an independent licensed social worker
- Established Therapy Clinic run by an independent licensed social worker
- Implemented trauma informed care at the Burn Unit, UIHC
- Implemented trauma informed care at the ETC, UIHC
- Developed a training module on Trauma Informed Care in Collaboration with School of Social Work to implement Trauma Informed Care at the UIHC
- Created a package of child safety brochures including abuse and non-abuse related physical, sexual, and emotional injury prevention flyers both for parents and children
- European Union Grant PROMISE has been completed with the development of multiple practice tools to implement Child Protection Center model in European countries to address child sexual abuse. I functioned as a scientific consultant on this project.
- I organized 6 grand rounds for departments of Pediatrics, Family Practice, Emergency medicine, Nursing, Internal Medicine, Surgery, Anesthesiology, and Hospital Advisory Council on “Implementation of Trauma Informed Care and Behavioral Health Services in Primary Care” to be held on 11/6-9/2018 by two speakers from Montefiore Hospital in New York City.
- I worked with UI Trauma Team and generated a clinical guideline handout for Trauma Team residents.
- Co-revised as invited editor The United Nations Manual Revision Committee: Effective investigation and documentation of torture and other cruel, inhuman or degrading treatment or punishment (Istanbul protocol, or IP) to set out minimum standards for legal and medical investigations of cases of alleged torture and ill-treatment.
- Completed research on “Data collection on UIHC staff’s knowledge on trauma informed care”, submitted to *Journal for Healthcare Quality*

#### Current Projects

- Working with National Children’s Alliance to spread Child Advocacy Center model to Turkey, Greece, and Colombia
- Implementing Adverse Childhood Experiences Screening in the State of Iowa, in clinical settings

- Working on a book chapter via invitation from Greece on Sexual abuse and PTSD. In: Trauma and PTSD (ed: F. Triantafyllou and D. Giotakos) in collaboration with a colleague from Child Psychiatry at the UIHC, Peter Daniolos MD.
- Leading as the founding member the UIHC Trauma Informed Care Initiative
- Implementing trauma informed care at the Inpatient Child Abuse Services, Pediatrics, Family Practice, Obesity, and Prenatal Clinics
- Working with higher education stakeholders in Iowa to organize an annual workshop in order to disseminate trauma informed care model to the state
- Working with an NGO: ELIZA from Greece and University of Athens on Implementing Interagency collaborative response to child abuse and neglect

Grants received

12/20/01	Children's Miracle Network, Iowa City, IA: equipment and patient education	\$12,000
1/02	Office of the Provost, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$900
11/2002	International Society for the Prevention of Child Abuse & Neglect. Training course organization in Antalya, Turkey. <a href="http://www.ispcan.org/Past%20Training%20Events.html">http://www.ispcan.org/Past%20Training%20Events.html</a>	\$3,000
11/2002	Office of the Provost, U of I, Iowa City, IA: International travel grant to attend training courses on Child Abuse & Neglect as instructor and organizer in Turkey	\$400
4/03	Children's Miracle Network, Iowa City, Iowa. Video surveillance equipment installation in Child Assessment Clinic	\$15,000
2/04	Office of the Provost, U of I, Iowa City, IA: International travel grant to attend training courses on Child Abuse & Neglect as instructor and organizer in Turkey.	\$400
1/05	Children's Miracle Network. Research funding on surveying hospitals of Iowa on the current neonatal drug screening protocols	\$4,500
2/05	Office of the Provost, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$300
1/10/06	Children's Miracle Network, Iowa City, Iowa. Shaken Baby Syndrome Prevention project.	\$12,400
3/8/06	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$775
3/10/06	US Embassy in Ankara, Turkey. International Travel grant to bring a team of instructors to teach at training courses on Child Abuse & Neglect in Turkey	\$3,000
3/20/06	British Council in Ankara, Turkey. International Travel grant to bring a team of instructors to teach at training courses on Child Abuse & Neglect in Turkey	\$ 3,000
4/11/06	Office of Drug Control Policy, Des Moines, Iowa. Meeting organization support to develop a statewide policy on Perinatal Illicit Drug Screening	\$750
4/11/06	Iowa Child Protection Council, Des Moines, Iowa. Meeting organization support to develop a statewide policy on Perinatal Illicit Drug Screening	\$750

12/8/06	Children's Miracle Network, Iowa City, Iowa. Research project on the Impact of In-service training on perinatal illicit drug screening practices at the UIHC (Phase I)	\$15,970
12/14/06	Children's Miracle Network, Iowa City, Iowa. In-service training module development project on perinatal illicit drug screening practices at the UIHC	\$3,000
2/13/07	British Council in Ankara, Turkey. International Travel grant to bring a team of instructors to teach at training courses on Inflicted Head Trauma in Turkey	\$2,000
9/15/07	Turkish Society for the Prevention of Child Abuse & Neglect, Turkey. International travel grant to organize workshops on therapeutic approach to sexually abused children	\$1,500
12/19/07	Children's Miracle Network, Iowa City, Iowa. Child Assessment Clinic Equipment upgrading project	\$4,960
12/20/07	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$500
5/1/08	The Eagles, Iowa City, IA: Research grant to explore the prevalence of illicit drug exposure in children evaluated for abuse and neglect	\$5,000
9/15/08	Turkish Association of Child and Adolescent Psychiatry, Turkey. International travel grant to instruct and moderate a workshop on forensic interview techniques for sexually abused children	\$1,700
3/27/09	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$700
5/1/09	The Eagles, Iowa City, IA: Research grant to explore the incidence of shaken baby syndrome in Iowa	\$3,000
6/15/09	Turkish Association for Child Safety and Knowledge, Turkey. International travel grant to instruct and moderate a workshop on forensic interview techniques for sexually abused children and a course on abusive head trauma management	\$2,000
10/13/09	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$450
10/15/09	University of Iowa Foundation. Shaken Baby Syndrome Prevention Program funding	\$6,000
12/10/09	Northern Portugal Institute of Forensic Medicine. International travel grant to instruct at a two day in-service course on interdisciplinary response to abusive head trauma and sexual abuse	\$2,000
12/18/09	Children's Miracle Network, Iowa City, Iowa. Regional Shaken Baby Prevention Program at Mother Baby Units in 7 hospitals.	\$4,300
1/19/10	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$400
3/10/10	Ankara University Child Protection Program, Turkey. International travel grant to fund a team of six instructors to instruct courses at the first Shaken Baby Syndrome Conference in Ankara, Turkey	\$10,000
6/24/10	Turkish Ministry of Health, International travel grant to fund a team of two instructors to train the core personnel and trainers for the first Child Advocacy Center to be established in Ankara, Turkey	\$ 5,000

College of Medicine Curriculum Vitae  
Resmiye Oral, MD

43

7/1/10	Children's Miracle Network, Iowa City, Iowa. Research project on the Impact of In-service training on perinatal illicit drug screening practices at the UIHC (Phase 3)	\$11,665
7/21/10	Noon Pilot Club of Johnson County, Shaken Baby Prevention Program at Mother Baby Unit, UIHC	\$ 2,000
2/25/11	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey and Portugal	\$400
5/23/11	Children's Miracle Network, Iowa City, Iowa. Regional Shaken Baby Prevention Program at Mother Baby Units in 7 hospitals.	\$6,500
4/16/12	Children's Miracle Network, Iowa City, Iowa. Regional Shaken Baby Prevention Program at Mother Baby Unit, UIHC.	\$2,580
5/2/12	Children's Miracle Network, Iowa City, Iowa. Regional Shaken Baby Prevention Program at Mother Baby Unit, UIHC.	\$5,500
5/4/12	The Eagles, Iowa City, IA: Project grant to disseminate the training curriculum to Iowa hospitals for perinatal illicit drug screening	\$2,000
9/9-12/12	International Society for the Prevention of Child Abuse & Neglect. Attend and instruct at the 19 <sup>th</sup> World Child Abuse Conference as the scientific committee co-chair of the same conference	\$2,750
10/16/12	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$231
1/31/13	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$400
4/1/13	The Eagles, Iowa City, IA: Establishing a State Abusive Head Trauma Registry	\$1,500
5/7/13	Provost's Global Forum Award: To organize multi-media training activities to engage international, national, and regional professionals and public on child abuse and neglect and adverse childhood experiences	\$20,000
9/26/13	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$500
5/1/14	The Eagles, Iowa City, IA: Staff Compliance to drug screening in children assessed for child abuse	\$2500
6/6/14	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Colombia	\$600
10/15/14	Prevention of Sexual Abuse Project: United Way, Iowa	\$29,500
3/31/15	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$600
8/18/15	Promoting Multidisciplinary Interagency Services for Child Victims of Violence: Applicant –Council of the Baltic Sea States – My role: Educational consultant –	E841,867.44
4/1/16	Fraternity of the Eagles, Iowa City, IA: Child Safety brochures	\$1,500
5/4/16	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Turkey	\$700
5/28-6/17/16	Fulbright Scholarship grant to travel to Greece for training and research purposes	\$6,367.06
6/20/16	IDPH Shaken Baby Syndrome Prevention training in Eastern Iowa Emergency Rooms	\$4,000
3/1/17	International Programs, U of I, Iowa City, IA: International Travel grant to provide training courses on Child Abuse & Neglect as instructor in Bogota, Colombia	\$700

43

College of Medicine Curriculum Vitae  
Resmiye Oral, MD

44

3/1/17	International Programs, U of I, Iowa City, IA: International Travel grant to attend training courses on Child Abuse & Neglect as instructor in Belgium	\$700
4/1/17	University of Iowa Office of Outreach and Engagement: Conference organization grant	\$10,000
5/12/17	Iowa Child Protection Council: Conference organization grant	\$11,000
7/1/17	University of Iowa Injury Prevention Research Center: Conference organization grant	\$500
8/18/17	Collaborative Arts in Research Translation for Human Advancement	\$500
2/5/18	Co-PI with Anne Nielsen - Sigma Theta Tau 2018 Research Award: <i>Trauma-Informed Care Survey</i>	\$2,500
3/15/18	International Programs, U of I, Iowa City, IA: International Travel grant to lecture at Pakistani Task Force on National Child Abuse Case Management and Referral	\$700
5/31/18	Fraternity of the Eagles, Iowa City, IA: Trauma Informed Care Education for UIHC staff	\$2,500
8/13/18	International Programs, U of I, Iowa City, IA: International Travel grant to lecture at World Child Abuse Conference in Prague, Czech Republic on Trauma Informed Care for Abused Children	\$700
10/9/18	International Programs, U of I, Iowa City, IA: International Travel grant to do training courses in Greece and Turkey on Child Abuse Systems Building Best practices to respond to four major categories of child abuse and neglect	\$500
3/31/19	(2 day course) National Conference on Child Maltreatment, Istanbul, Turkey	\$800
8/1/19	Adverse Childhood Experiences and Trauma Informed Care: Keynote Speech at 2 <sup>nd</sup> International 7 <sup>th</sup> National Pediatric Nursing Congress, Izmir, Turkey	\$1500

#### IV. SERVICE

##### Offices held in professional organizations, other service activities

<b>Rape Victims Advocacy Program, Johnson County</b> 2002-2005 Board Member	Iowa City, IA
<b>Prevent Child Abuse – Johnson County</b> 2003-2005 Founding Member, Board Member	Iowa City, IA
<b>Drug Endangered Children Task Force, Wapello County</b> 2003-2006 Member, Medical Consultant	Ottumwa, IA
<b>Drug Endangered Children Task Force Education Committee, Wapello County</b> 2004-2006 Member	Ottumwa, IA
<b>Sexual Assault Response Program, Johnson County</b> 2004-2007 Board Member	Iowa City, IA
<b>Iowa State Alliance for Drug Endangered Children</b> 2004-date Member & Medical consultant	Des Moines, IA
<b>Prevent Child Abuse Iowa</b> 2006-2009 Board Member & Medical consultant	Des Moines, IA
<b>State Child Protection Council of Iowa</b> 2001-2017 Member & Medical consultant	Des Moines, IA
<b>State Citizen's Review Panel</b> 2001-2017	Des Moines, IA
<b>Prevent Child Abuse Iowa</b> 2018-date Board Member & Medical consultant	Des Moines, IA

##### Memberships in Professional Organizations

<b>Turkish Society for Prevention of Child Abuse &amp; Neglect</b> 1994-date Member	
<b>American Academy of Pediatrics</b> 1999-2001 Resident member	
<b>International Society for Prevention of Child Abuse &amp; Neglect</b> 1999-date Member, Faculty on Education Board, serving on the International Curriculum Development Committee since 2006	
<b>American Academy of Pediatrics</b> 2001-date Fellow	
<b>Iowa Chapter of American Academy of Pediatrics</b> 2001-date Member	
<b>Child Protection Council, State of Iowa</b> 2001-date Member	
<b>Iowa Medical Society</b> 2001-date Member	
<b>Midwest Society for Pediatric Research</b> 2001-2010 Member	
<b>American Academy of Pediatrics, section on Child Abuse &amp; Neglect</b> 2002-date Member	
<b>American Professional Society on the Abuse of Children</b> 2002-date Member	

- 2011-date Iowa Chapter, Founding Board Member  
**Ambulatory Pediatrics Association**  
2004-date Member  
**Iowa Chapter of American Academy of Pediatrics, section on Child Abuse & Neglect**  
2004-date Chair  
**American Academy of Pediatrics, section on International Child Health**  
2006-date Member, serving on the Committee to review I-CATCH grants  
**American Academy of Pediatrics, section on International Child Health**  
2008-date Member, serving on the Nominations Committee  
**The Ray Helfer Society (Society for pediatric child abuse & neglect experts)**  
2007-date Invited member  
2010-date Nominations Committee member  
**Turkish Society of Nervous System Surgery**  
2009-date Invited member  
**National Children's Alliance**  
2010-date Invited member  
**Johnson County Child Death Review Team**  
2010-date Invited founding member  
**Johnson County Child Abuse Multidisciplinary Team**  
2010-date Invited founding member  
**Portugese Society for Prevention of Child Abuse & Neglect**  
2010-date Invited member  
**Midwest Alliance on Shaken Baby Syndrome**  
2011-2012 Invited founding board member  
**Council on the Status of Women**  
2012-date Board member (Faculty representative)  
**Iowa Chapter of American Professional Society on the Abuse of Children**  
2012-date Founding Board member  
**American Pediatric Society**  
2013-date Elected active member  
**Ray Helfer Society**  
2014-date International Subcommittee member of the Helfer Fatal and Nonfatal Severe Abuse Committee  
2018-date Founding member, Ad Hoc Advocacy Committee  
**World Perspectives**  
2015-date Board member, a biennial publication of the International Societies for Prevention of Child Abuse and Neglect and World Health Organization.

**Editorial Board membership**

- 1994-98 *Journal of Neonatology*, Assisting Editor, published in Turkey with an international Editorial Board in English  
2010-date *Journal of Injury and Violence Research*, internationally published  
2014-date *Journal of Pediatrics & Child Care*, internationally published, open access journal

**Reviewer/scientific consultant for Peer Reviewed Journals**

- 2000-date *International Journal of Child Abuse & Neglect*, Journal of International Society to Prevent Child Abuse & Neglect

2002-date	<i>Journal of Forensic Sciences</i> , nationally published journal from Ankara University Medical School, Ankara, Turkey
2003-date	<i>Journal of Forensic Psychiatry</i> , nationally published journal from Ankara University Medical School, Ankara, Turkey
2003-date	<i>Turkish Journal of Toxicology</i> , nationally published journal from Ankara University Medical School, Ankara, Turkey <a href="http://www.medicine.ankara.edu.tr/internal_medical/forensic_medicine/tokdergi.html">http://www.medicine.ankara.edu.tr/internal_medical/forensic_medicine/tokdergi.html</a>
2003-date	<i>The Turkish Journal of Emergency Medicine</i> , nationally published journal from Ankara University Medical School, Ankara, Turkey <a href="http://www.medicine.ankara.edu.tr/internal_medical/forensic_medicine/atddergi.html">http://www.medicine.ankara.edu.tr/internal_medical/forensic_medicine/atddergi.html</a>
2005-date	<i>Journal of Pediatric Infectious Diseases</i> , internationally published journal from Yuzuncu Yil University Medical School, Van, Turkey
2006-date	<i>Pediatrics</i> , Journal of American Academy of Pediatrics
2009-date	<i>Archives of Pediatrics &amp; Adolescent Medicine</i>
2009-date	<i>Journal of Pediatric Neurology</i> , internationally published journal from Yuzuncu Yil University Medical School, Van, Turkey
2010-date	<i>Journal of Justice Academy of Turkey</i> , internationally published journal from Ankara University Medical School, Ankara, Turkey
2010-date	<i>Journal of Injury and Violence Research</i>
2010-date	<i>Journal of Children and Youth Services Review</i>
2010-date	<i>Journal of Pediatric Neuroradiology</i> , internationally published journal from Yuzuncu Yil University Medical School, Van, Turkey
2010-date	<i>Behcet Uz Children's Hospital Journal</i> , nationally published journal, Izmir, Turkey
2012-date	<i>Academic Pediatrics</i>
2014-date	<i>Journal of Pediatrics &amp; Child Care</i> , Open access journal, Editorial Board Member
2015-date	<i>Journal of Forensic Scholars Today</i> , Open access journal, Editorial Board Member and reviewer
2017-date	<i>British Medical Journal</i>

#### Consultancy

◆ Service for fee ◆◆ Voluntary consultancy

2001-2015	◆ Iowa Department of Human Services County Offices	Iowa
2001-date	◆ Iowa County Attorney Offices	Iowa
2001-2015	◆ Iowa County Police and Sheriff's Departments	Iowa
2003-date	◆◆ Gazi University Medical School, Child Protection Center	Ankara, Turkey
2003-date	◆◆ Ege University Medical School, Child Protection Team	Izmir, Turkey
2004	◆◆ Aydin Regional Child Protection Task Force	Aydin, Turkey
2004-date	◆◆ Hacettepe University Medical School, Child Protection Program	Ankara, Turkey
2004-date	◆◆ Sami Ulus Children's Hospital Child Protection Team	Ankara, Turkey
2004-2014	◆◆ Medical consultant for Iowa Alliance for Drug Endangered Children	Des Moines, Iowa
2005-date	◆◆ Coordinator of staffing meetings at the PICU, Pediatric Wards, and the Burn Unit to improve interdisciplinary response to child abuse	Iowa City, Iowa
2005-date	◆◆ Duzce University Medical School, Child Protection Team	Duzce, Turkey
2005-date	◆◆ Erciyes University Medical School, Child Protection Center	Ankara, Turkey

2005-date	◆◆ Turkish Society for the Prevention of Child Abuse & Neglect	Ankara, Turkey
2006-date	◆◆ Consultant for "What do professionals need to know on Child Abuse and Neglect?", Distant Learning: Turkish Medical Association Child Abuse & Neglect Task Force	Ankara, Turkey
2006-date	◆◆ Osmangazi University Medical School, Department of Forensic Medicine	Eskisehir, Turkey
2006-date	◆◆ Ankara State Hospital, Child Protection Team	Ankara, Turkey
2007-date	◆◆ Gaziantep University, Department of Forensic Medicine	Gaziantep, Turkey
2007-date	◆◆ Cumhuriyet University, Department of Forensic Medicine	Sivas, Turkey
2008	◆◆ Abstract review for the 17 <sup>th</sup> National Conference on Child Abuse and Neglect	Arlington, VA
2008-date	◆◆ Afyon University, Department of Forensic Medicine	Afyonkarahisar, Turkey
2008-date	◆◆ Ankara University, Child Protection Program	Ankara, Turkey
2008-2014	◆◆ University and community hospitals from Wisconsin, Kansas, Georgia, Florida on perinatal illicit drug screening & intervention program development	USA
2009	◆◆ Abstract review for the 4 <sup>th</sup> International Conference on Forensic Sciences	Antalya, Turkey
2010-2015	◆ Statewide specialized medical consultant for Department of Human Services service areas on high profile cases	Iowa
2010-date	◆◆ Consultant for Turkish Ministry of Justice, Ministry of Health, and Parliamentary Committee on "Child Protection Center Model as the model to establish interdisciplinary-interagency collaboration to respond to child abuse and neglect in Turkey"	Ankara, Turkey
2010-date	◆◆ Marmara University, Child Protection Program	Istanbul, Turkey
2010-2011	◆◆ Acibadem University, Child Protection Program	Istanbul, Turkey
2010-date	◆ University of Porto, Department of Forensic Medicine	Porto, Portugal
2013-date	◆◆ National Institute of Forensic Medicine	Istanbul, Turkey
2014-date	Afecto: Child Abuse Prevention NGO in Colombia	Bogota, Colombia
2014-2016	Invited honorary consultant to join National Medical Consortium consisting of scientists of Turkish origin practicing in the USA: Turkish Ministry of Health	Ankara, Turkey
2015-2017	◆ Invited consultant to collaborate with an NGO (ELIZA) in Greece to train all pediatricians on how to address child abuse	Athens, Greece
2015-2019	◆◆ Iowa Department of Human Services County Offices	Iowa
2015-2019	◆◆ Iowa County Police and Sheriff's Departments	Iowa

**Other Volunteer Activities**

2003	Volunteering to mentor female medical students via working with American Medical Women's Association, U of I, College of Medicine	Iowa City, IA
2003-2019	Volunteering to interview prospect medical students, U of I, College of Medicine	Iowa City, IA
2003-2019	Volunteering to mentor medical students for Summer Research Fellowship Program, research distinction and service distinction projects, U of I, College of Medicine	Iowa City, IA
2003-2007	Volunteering for the Mobile Clinics of the UIHC	Iowa City, IA

2003-2019	Volunteering for Marketing Office to be the UIHC contact person for the media representatives on Child Protection issues	Iowa City, IA
2004-2019	Volunteering for medical student shadowing program in the Family Care Center U of I, College of Medicine	Iowa City, IA
2004-2016	Volunteering to assess medical students' performance via Performance Based Assessment Program	Iowa City, IA
2011-2019	Volunteering to orient new faculty to the U of I	Iowa City, IA
2012-2018	Volunteering to mentor undergraduate students violating the U of I student code (Critical MASS)	Iowa City, IA
2013	Lecturing to medical student organizations to interest them in fundraising activities for Child Protection Program at CCOM	Iowa City, IA
2015-2019	Iowa City Foreign Relations Council membership and lecturing	Iowa City, IA

**Departmental, Collegiate, or University Committees**

**Meeting organization committees**

2002-date	Grand Rounds Organization (3 grand rounds)	Iowa City, Iowa
2002-date	Annual Child Abuse course/conference organization committees (Member, Scientific consultant)	Ankara, Izmir, Istanbul, Duzce, Adana, Antalya, Aydin, Kayseri, Samsun, Gaziantep, Bursa, Antakya, Sakarya, Cappadocia, Sivas, Manisa, Turkey
2005	AAP Fall Postgraduate Course on Child and Adolescent at Risk (Course co-director)	Iowa City, Iowa
2010	Period of PURPLE Crying In-service training: Shaken Baby Prevention Program (Director)	Iowa City, Iowa
2010-date	Annual Child Abuse course/conference organization committee (Scientific consultant)	Porto, Portugal
2010-2011	Scientific Committee and Organization Committee member for 2 <sup>nd</sup> International Child Abuse & Neglect Prevention Congress	Porto, Portugal
2010-2012	Scientific Committee Chairperson, Organization Committee member for the 19 <sup>th</sup> ISPCAN World Child Abuse & Neglect Prevention Congress	Istanbul, Turkey
2013-2014	Provost's Global Forum, Chairperson, Organizing Committee	Iowa City, IA
2013-2014	International Child Maltreatment Conference, Member of Organizing Committee	Istanbul, Turkey
2016-to date	Resiliency Triumphs Over Trauma Workshop Series	Iowa City, IA
9-11/2018	Series of 7 grand rounds on Trauma Informed Care in multiple departments at the UIHC	Iowa City, IA
2018-2019	Multidisciplinary response to child abuse and neglect in Turkey: workshop 4/8-12/2019, Member of Scientific Committee	Istanbul, Turkey

**Teaching Committees**

1999-date	Training Organization Committees, Training Courses on Child Abuse & Neglect in Turkey. I chair these committees collaborating with university staff, which organize 4-6 symposia/ workshops/courses a year in Turkey	Turkey
2006-08	Training curriculum development committee on Perinatal Illicit Drug Screening Practices at the UIHC	Iowa City, IA
2010-date	Training Organization Committees, Training Courses on Child Abuse & Neglect in Portugal (1-2 conferences a year)	Portugal

Other Committees

2001-03	Member, Clinical Utilization Team, UIHC	Iowa City, IA
2001-date	Member, Protection of Persons Committee, UIHC	Iowa City, IA
2001-date	Member, Child Abuse Panel, UIHC	Iowa City, IA
2006-date	Chair, Child Abuse Panel, UIHC	Iowa City, IA
2007	UIHC Emergency Department Review Ad Hoc Committee	Iowa City, IA
2009-date	Pediatric Trauma Multidisciplinary Team, UIHC	Iowa City, IA
2011-2016	U of I Department of Pediatrics Promotions Advisory Committee	Iowa City, IA
2014-date	Vice-chair, Protection of Persons Subcommittee, UIHC	Iowa City, IA
2014-date	Chair, UIHC Trauma Informed Care Initiative	Iowa City, IA
2014-date	Member, U of Iowa International Programs Funding Opportunities Committee: This group reviews proposals for the Provost's Global Forum, IP Major Projects Awards, and IP Summer Research Fellowships.	Iowa City, IA
2016-date	At Large member, UIHC Hospital Advisory Board	Iowa City, IA
2016-date	Member, UI Faculty Senate	Iowa City, IA
2016-date	Member, UI Faculty Council	Iowa City, IA
2016	UIHC Radiology Department Review Ad Hoc Committee	Iowa City, IA
2017-date	Member, Professional Practice and Well-being Subcommittee	Iowa City, IA
2017-date	Pediatric Inpatient Services Committee	Iowa City, IA
2018-date	United Nations Manual Revision Committee: Effective investigation and documentation of torture and other cruel, inhuman or degrading treatment or punishment (Istanbul protocol, or IP) to set out minimum standards for legal and medical investigations of cases of alleged torture and ill-treatment.	International
2018-date	CMN Research grant evaluation committee	Iowa City, IA
2018-2019	Member, UIHC Multi-departmental Pediatric Trauma Committee	Iowa City, IA
2018-2019	Member, UI Department of Pediatrics Wellness Committee	Iowa City, IA
2019	Member, Selection committee for Michael J. Brody Award for Faculty Excellence in Service at U of Iowa	Iowa City, IA

Community Involvement

1999	Presentations to Rotary club members on Child Abuse & Neglect	Columbus, OH
2001-date	Consultant and expert witness for Department of Human Services and County Attorneys in the State of Iowa for Child abuse & Neglect	IA
2001-date	Presentations to Rotary Clubs in Iowa City, Cedar Rapids, Oelwein, and Independence on Child abuse & Neglect	IA
2002-05	Board Member, Rape Victims Advocacy Program	Iowa City, IA

2002-date	Attending Radio – TV Programs to talk on Child Abuse & Neglect, interviews with journalists for printed media	Iowa City, IA
2003-05	Iowa City Noon Rotary Club invited member	Iowa City, IA
2003-05	Founding Board member of Prevent Child Abuse – Johnson County	Iowa City, IA
2003-date	Presentations to Rotary Clubs in Izmir, Turkey on Child Abuse & Neglect	Izmir, Turkey
2003-date	Member of Johnson County Multidisciplinary Child Protection Team	Iowa City, IA
2003-date	Member of Drug Endangered Children Task Force of Wapello County	Ottumwa, IA
2003-date	Presentations to non-governmental community organizations to raise public awareness on Child Abuse & Neglect	Iowa City, IA
2004-09	Board member, Johnson County Sexual Assault Response Team	Iowa City, IA
2004-date	Member of Iowa Alliance of Drug Endangered Children	Des Moines, IA
2004-date	Member of Medical Committee, Iowa Alliance of Drug Endangered Children	Des Moines, IA
2005-09	Presentations on Shaken Baby Syndrome to High School Students to prevent Shaken Baby Syndrome (City High and West High Schools, Family, Science & Community Leaders of America)	Iowa City, IA
2005-date	Iowa statewide collaboration on perinatal illicit drug screening and intervention policy development	Iowa
2006-date	Member of Johnson County Juvenile Law Community	Iowa City, IA
2006-09	Board Member of Prevent Child Abuse Iowa	Iowa City, IA
2010-date	Historical background of the political environment in Turkey, Coe College (annual lecture)	Iowa City, IA
2012-date	Board member of Council on the Status of Women	Iowa City, IA
2012-2013	Council on Status of Women Board member	Iowa City, IA
2013-date	Iowa Adverse Childhood Experiences Steering Committee member	Des Moines, IA
2014-date	Johnson County Trauma Informed Care Task Force	Iowa City, IA
2015-date	Prevent Child Abuse Johnson County Board member	Iowa City, IA
2107-date	Johnson County Adverse Childhood Experiences Coalition	Iowa City, IA
2018-date	Iowa Trauma Informed Leadership Team	Des Moines
2018-date	Johnson County Trauma Informed Care Master Trainers group	Iowa City, IA
2019	Panel organization and speaker: Who is Tommy production publicity efforts	Coralville, IA

**Other Clinical Assignments**

9/00-06/01	Sexual Assault Examiner, Long Island College Hospital Rape Victims Advocacy Program	Brooklyn, NY
2001-10	Pediatrician, U of I Hospitals & Clinics, Division of General Pediatrics and Adolescent Medicine, Family Care Center	Iowa City, IA
2001-2019	Director, Child Assessment Clinic & Child Protection Program, UIHC	Iowa City, IA
2003-06	Child abuse specialist, U of I Child Health Specialty Clinics, Wapello County Clinic	Ottumwa, IA
2019-date	Director, Child Advocacy and Protection Program, Children’s Hospital at Dartmouth	Lebanon, NH Manchester, NH

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Resmiye Oral	MD, Director, CAPP			
Cornelia Gonsalves	APRN, CAPP			
Anna McKay	APRN, CAPP			
Kiersten Robert	APRN, CAPP			
Patricia Glowa	MD, CAPP			
Brian Beals	MD, Berlin FQHC			
Karyn Patno	MD, Lake Regions CAC			



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Shabinette  
Commissioner

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Christine L. Santaniello  
Director

September 22, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

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

**REQUESTED ACTION**

Pursuant to the provisions of RSA 14:30-a, VI, authorize the Department of Health and Human Services (DHHS), Division for Economic & Housing Stability (DEHS) to accept and expend the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Data and Technical Assistance Project Grant award in the amount of \$494,160 effective upon date of Fiscal Committee and Governor and Executive Council approval through June 30, 2021, and further authorize the allocation of these funds in the accounts below. 100% Federal Funds.

**05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS:DIVISION OF ECONOMIC & HOUSING STABILITY, BUREAU OF FAMILY ASSIST-FIELD**

Class/Object	Class Title	Current Authorized Budget	Requested Change	Adjusted Budget
<b>Revenue</b>				
000-404171	Federal Funds	\$ 20,761,715	\$ 494,160	\$ 21,255,875
	General Funds	\$ 13,469,985	\$ -	\$ 13,469,985
<b>Sub Total Revenue:</b>		<b>\$ 34,231,700</b>	<b>\$ 494,160</b>	<b>\$ 34,725,860</b>
<b>Expense</b>				
010-500100	Personal Services Perm	\$ 16,920,940	\$ -	\$ 16,920,940
018-500106	Overtime	\$ 804,003	\$ -	\$ 804,003
020-500200	Current Expenses	\$ 204,162	\$ -	\$ 204,162
022-500248	Rents-leases Other than State	\$ 9,297	\$ -	\$ 9,297
028-582814	Transfer to General Services	\$ 34,300	\$ -	\$ 34,300
030-500321	Equipment New Replacement	\$ 5,250	\$ -	\$ 5,250
039-500191	Telecommunications	\$ 37,680	\$ -	\$ 37,680
040-500800	Indirect Costs	\$ 177,011	\$ -	\$ 177,011
041-500801	Audit Fund Set Aside	\$ 18,727	\$ 494	\$ 19,221
042-500620	Additional Fringe Benefits	\$ 1,003,160	\$ -	\$ 1,003,160
046-500465	Consultants	\$ 2,181,346	\$ 493,666	\$ 2,675,012
050-500109	Personal Services Temp Appoin	\$ 213,003	\$ -	\$ 213,003
059-500117	Temp Full Time	\$ 458,412	\$ -	\$ 458,412
060-500601	Benefits	\$ 11,143,048	\$ -	\$ 11,143,048
070-500700	In State Travel Reimb	\$ 131,200	\$ -	\$ 131,200
102-500731	Contracts For Program Svcs	\$ 890,161	\$ -	\$ 890,161
<b>Sub Total Expense:</b>		<b>\$ 34,231,700</b>	<b>\$ 494,160</b>	<b>\$ 34,725,860</b>

**EXPLANATION**

The United States Department of Agriculture, Food and Nutrition Services awarded a grant to DHHS to develop and implement a number of enhancements to the New HEIGHTS and NH EASY systems, with the goal of developing functionality to control, capture, store, secure, and generate outcome data for the Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) program. This grant will assist the Department to increase the availability, automation, and accuracy of data.

The State of New Hampshire's SNAP E&T Program is DEHS. DEHS plays a key role in promoting a more holistic, multi-generational and integrated approach for individuals, families and children. The DEHS SNAP E&T Program is a voluntary program for all individuals eligible for SNAP. The focus of the SNAP E&T Program is to help participants on their path towards upward economic mobility by providing guidance and resources to support their employment goals. This is accomplished through financial supports, community referrals, education and training referrals, and comprehensive case management. DHHS is trying to increase services to eligible participants. DEHS lacks the ability to access data to support the program, much is done manually.

Funds are being budgeted in:

Audit costs (class 041) per state requirements.

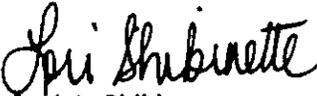
Consultants (class 046) to fund contracts to develop functionality with New Heights.

Area served: Statewide.

Source of Funds: 100% Federal Funds.

If Federal Funds become no longer available, General Funds will not be requested to support the program expenditures.

Respectfully submitted,

  
Lori A. Shabinette  
Commissioner

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE  <b>GRANT/COOPERATIVE AGREEMENT</b>	1. GRANT/AGREEMENT NO SNAP-DATA-20-NH		2. FEDERAL AWARD DATE 09/08/2020	
	3. IS THIS AN R&D AWARD? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. UNIVERSAL IDENTIFIER NUMBER (DUNS) 0110405450000	
	4. CFDA NUMBER 10.537		6. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	
7. FEDERAL AWARING AGENCY Anna Arrowsmith USDA Food and Nutrition Service		8. CFDA NAME Employment and Training Data and Technical Assistance Grants		
9. RECIPIENT NAME State of New Hampshire 129 Pleasant Street Concord, NH 03301-3852		10. ACCOUNTING AND APPROPRIATION DATA FN.SN.4080.43.0100		
		11. AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$494,160.00		12. TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED \$494,160.00
		13. TOTAL AMOUNT OF THE FEDERAL AWARD \$494,160.00		
14. PLACE OF PERFORMANCE NH: New Hampshire		15. BUDGET APPROVED BY AWARING AGENCY \$494,160.00		
		16. TOTAL APPROVED COST SHARING/MATCHING (WHERE APPLICABLE) \$0.00		17. INDIRECT COST RATE FOR THE FEDERAL AWARD (PLEASE INCLUDE IF THE DE MINIMIS RATE IS CHARGED) 0%
18. MAIL REQUESTS FOR REIMBURSEMENT TO Payments made via ASAP Letter of Credit		19. SPONSOR(SPONSORING FNS PROGRAM) Loretta Robertson FY20 Data and Technical Assistance		
		20. START DATE 09/30/2020		21. END DATE 09/30/2023
22. FEDERAL AWARD PROJECT DESCRIPTION NH SNAP E&T Quarterly Wage Record (QWR) & Case Management—This project will replace manual & inadequate participation, tracking & outcome with automated case management & enhanced reporting outcomes.				
The Grantee/Cooperator hereby assures and certifies that they will comply with the regulations, policies, guidelines and requirements as they relate to the applications, acceptance, and use of Federal funds for this Federally-assisted project including: 2 CFR Chapter I (Office of Management and Budget Government-wide Guidance for Grants and Agreements) and Chapter II (Office of Management and Budget Guidance) as well as 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and any USDA implementing regulations, such as 2 CFR Part 400 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), 2 CFR Part 415 (General Program Administrative Regulations), 2 CFR Part 416 (General Program Administrative Regulations for Grants and				
23. REMARKS				
SIGNATURE OF GRANTEE/COOPERATOR		UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual)	DATE	SIGNATURE (Grant Official)	DATE	
NAME (Type)		NAME (TYPE) Lynn Rodgers-Kuperman		
TITLE		TITLE Acting Director, Grants and Fiscal Policy Division		
TELEPHONE NUMBER		TELEPHONE NUMBER 703-305-2595		

12 May



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Sibbinette  
Commissioner

Christine L. Santanello  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 15, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with the vendor highlighted in bold below, for the ongoing provision of Permanent Housing and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a contract renewal option and increasing the total price limitation by \$179,090 from \$443,456 to \$622,546 and extending the completion date from November 30, 2020, to November 30, 2021, effective December 1, 2020, or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contracts were approved as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
<b>Community Action Program Belknap Merrimack</b>	<b>177203-B001</b>	<b>Belknap &amp; Merrimack Counties</b>	\$181,202	\$179,090	\$360,292	O: 10/23/19 #23
Southwestern Community Services, Inc.	177511-R001	Sullivan County	\$71,012	\$0	\$71,012	O: 10/23/19 #23
Southwestern Community Services, Inc.	177511-R001	Sullivan County	\$117,669	\$0	\$117,669	O: 10/23/19 #23
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	174116-R001	Western Rockingham & Coos Counties	\$73,573	\$0	\$73,573	O: 10/23/19 #23
		<b>Total:</b>	<b>\$443,456</b>	<b>\$179,090</b>	<b>\$622,546</b>	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

### EXPLANATION

This request is **Sole Source** because the original contract was submitted as a sole source request and MOP 150 requires any subsequent amendment to be identified as a sole source request.

The purpose of this request is to continue providing a Permanent Housing program that delivers Rapid Re-housing, tenant-based rental assistance, service access and supportive services to individuals and families who are experiencing homelessness. The program facilitates the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency. Approximately thirteen (13) households, consisting of individuals and, or, families, will be served from December 1, 2020, to November 30, 2021.

Using the Housing First model and the development of Stabilization and Crisis Management plans, vendors facilitate each participant's movement into sustained permanent housing while providing connections to community and mainstream services to maximize each participant's ability to live more independently.

The Department will monitor contracted services using the following tools:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- ~~Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.~~
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information System. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families, in unsafe and deadly situations, without a safety net. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Belknap and Merrimack Counties.

Source of Funds: CFDA #14.267, FAIN #s: NH0100L1T001802, NH0100L1T001903.

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FISCAL DETAILS SHEET**

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B001)  
(Rapid Re-Housing, Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$105,701	\$0	\$105,701
2021	102/500731	Contracts for Program Services	TBD	\$75,501	\$104,469	\$179,970
2022	102/500731	Contracts for Program Services	TBD	\$0	\$74,621	\$74,621
<b>Sub Total</b>				<b>\$181,202</b>	<b>\$179,090</b>	<b>\$360,292</b>

**Southwestern Community Services, Inc. (Vendor 177511-R001)  
(Central Street, Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$47,341	\$0	\$47,341
2021	102/500731	Contracts for Program Services	TBD	\$23,671	\$0	\$23,671
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$71,012</b>	<b>\$0</b>	<b>\$71,012</b>

**Southwestern Community Services, Inc. (Vendor #177511-R001)  
(Fresh Steps Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$78,445	\$0	\$78,445
2021	102/500731	Contracts for Program Services	TBD	\$39,224	\$0	\$39,224
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$117,669</b>	<b>\$0</b>	<b>\$117,669</b>

**The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management (Vendor #174116-R001)  
(Shelter Plus Care Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$30,655	\$0	\$30,655
2021	102/500731	Contracts for Program Services	TBD	\$42,918	\$0	\$42,918
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$73,573</b>	<b>\$0</b>	<b>\$73,573</b>

<b>Grand Total</b>				<b>\$443,456</b>	<b>\$179,090</b>	<b>\$622,546</b>
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**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Continuum of Care, Rapid Re-Housing Program Contract**

This 1<sup>st</sup> Amendment to the Continuum of Care, Rapid Re-Housing Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Industrial Park Drive, Concord NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
November 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$360,292.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.4, to read:  
1.2.4. Grant Numbers:  
1.2.4.1 NH0100L1T001802 (December 1, 2019 through November 30, 2020).  
1.2.4.2 NH0100L1T001903 (December 1, 2020 through November 30, 2021).
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.7, Subparagraph 1.2.7.1, to read:  
1.2.7.1 December 1, 2019 – November 30, 2021, not to exceed \$360,292
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.8, to read;  
1.2.8 Funds allocation under this agreement for the Continuum of Care Program are as follows:

	Description	December 1, 2019 through November 30, 2020	December 1, 2020 through November 30, 2021	Total Cumulative Amount
1.2.8.1	Supportive Services:	\$11,700	\$11,700	\$23,400
1.2.8.2	Rental Assistance:	\$165,228	\$163,116	\$328,344
1.2.8.3	Administrative Expenses:	\$4,274	\$4,274	\$8,548
1.2.8.4	Total Program Amount:	\$181,202	\$179,090	\$360,292
1.2.8.5	Vendor Match (25%):	\$46,396	\$45,841	\$92,237

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3. Project Costs: payment Schedule: Review by the State, Subsection 3.4, Payment of Project Costs:, Paragraph 3.4.1., to read:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Amendment #1, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
7. Modify Exhibit B-1, Budget Sheet, by deleting and replacing it in its entirety with Exhibit B-1 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit B-2, Budget Sheet in its entirety.

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/28/20  
Date

Christine Santaniello  
Name: Christine Santaniello  
Title: Director

Community Action Program Belknap-Merrimack Counties

9/24/2020  
Date

Jeanne Agri  
Name: Jeanne Agri  
Title: Executive Director

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/02/20  
Date

Catherine Pinos  
Name: Catherine Pinos, Attorney  
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

BMCAP RRRH Program  
 CoC Funds - NH0100L1T001802  
 CoC Funds - NH0100L1T001903

**SFY2020 - 12/1/19-6/30/20 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 66,383						\$ 66,383.00		
Supportive Services	\$ 8,825						\$ 8,825		
Administration	\$ 2,493			\$ 2,493			\$ 2,493		
25% Required Match	\$ 26,741			\$ 27,049					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 132,442</b>			<b>\$ 26,542</b>			<b>\$ 105,701</b>		

**SFY2021 - 06/30/20-11/30/21 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 66,845						\$ 66,845.00		
Supportive Services	\$ 4,875						\$ 4,875		
Administration	\$ 1,781						\$ 1,781		
25% Required Match	\$ 19,100			\$ 19,320					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 94,601</b>			<b>\$ 19,320</b>			<b>\$ 75,501</b>		

**TOTAL - 12/1/19-11/30/20 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 163,228						\$ 163,228.00		
Supportive Services	\$ 11,700						\$ 11,700		
Administration	\$ 4,274						\$ 4,274		
25% Required Match	\$ 45,841			\$ 21,101					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 181,202</b>			<b>\$ 21,101</b>			<b>\$ 181,202</b>		

**SFY2021 - 12/1/20-6/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 95,151						\$ 95,151.00		
Supportive Services	\$ 8,825						\$ 8,825		
Administration	\$ 2,493						\$ 2,493		
25% Required Match	\$ 26,741			\$ 26,741					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 131,210</b>			<b>\$ 26,741</b>			<b>\$ 104,469</b>		

**SFY2022 - 7/1/21-11/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 67,965						\$ 67,965.00		
Supportive Services	\$ 4,875						\$ 4,875		
Administration	\$ 1,781						\$ 1,781		
25% Required Match	\$ 19,100			\$ 19,100					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 93,721</b>			<b>\$ 19,100</b>			<b>\$ 74,621</b>		

**TOTAL - 12/1/20-11/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 163,116						\$ 163,116.00		
Supportive Services	\$ 11,700						\$ 11,700		
Administration	\$ 4,274						\$ 4,274		
25% Required Match	\$ 45,841			\$ 45,841					
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 224,931</b>			<b>\$ 45,841</b>			<b>\$ 179,090</b>		

Total W/O Match 3 260,232

Contractor Initials: *JA*  
 Date: *9-24-2020*

# State of New Hampshire

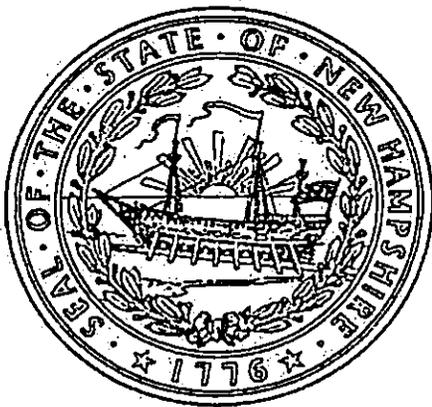
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021

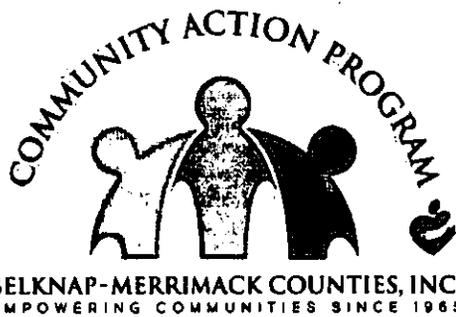
Certificate Number: 0004923691



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June A.D. 2020.

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

William M. Gardner  
Secretary of State



Phone (603) 225-3295  
 (800) 856-5525  
 Fax (603) 228-1898  
 Web www.bm-cap.org

2 Industrial Park Drive  
 P.O. Box 1016  
 Concord, NH  
 03302-1016

## CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **March 12, 2020**, at which a quorum of the Directors were present and voting.

**VOTED:** That *Jeanne Agri, Executive Director, Michael Tabory, Deputy Director, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/24/2020

Signature of Elected Officer  
 Name: Dennis Martino  
 Title: President, Board of Directors

Rev. 03/24/20  
 kih:COA - dennis martino

<b>ALTON</b> Senior Center.....875-7102 Prospect View Housing.....875-3111	<b>CONCORD</b> Area Center.....225-6880 Head Start.....224-6492 Early Head Start.....224-6492 Concord Area Meals on Wheels.....225-9092 Concord Area Transl.....225-1989 Horseshoe Pond Place.....228-6956 WIC/CSFP.....225-2060 Workplace Success.....223-2305	<b>EPSOM</b> Meadow Brook Housing.....736-8250 <b>FRANKLIN</b> Head Start.....934-2161 Early Head Start.....934-2161 Senior Center.....934-4151 Riverside Housing.....934-5340	<b>LACONIA</b> Area Center.....524-5512 Head Start.....528-5334 Early Head Start.....528-5334 Senior Center.....524-7689 Family Planning.....524-5453 Workplace Success.....524-4367 <b>MEREDITH</b> Area Center.....279-4096	<b>NEWBURY</b> Newbury Commons Housing.....763-0360 <b>PEMBROKE</b> Village at Pembroke Farms Housing.....485-1842 <b>PITTSFIELD</b> Senior Center.....435-8482 Head Start.....435-6618 Early Head Start.....435-6611	<b>SUNCOOK</b> Area Center.....485-782 Senior Center.....485-425 <b>TILTON</b> Senior Center.....527-829 <b>WARNER</b> Area Center.....456-220 Head Start.....456-2201 North Ridge Housing.....456-3391
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016  Concord NH 03302	<b>INSURER A:</b> Tokio Marine-Holdings, Inc.		
	<b>INSURER B:</b> Granite State Health Care and Human Services Self-		
	<b>INSURER C:</b> Federal Ins Co		20281
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 20-21 All Lines      **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	ADDC/INSR	SUBR/INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				PHPK2187440	10/01/2020	10/01/2021	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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY				PHPK2187429	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				PHUB740340	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	HCHS202000000185 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Directors & Officers Liability				82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000

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

### CERTIFICATE HOLDER

State of New Hampshire; Department of Health & Human Services  
 129 Pleasant 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



# Community Action Program Belknap—Merrimack Counties, Inc.



P.O. Box 1016 ♦ 2 Industrial Park Drive ♦ Concord, NH 03302-1016  
Phone (603) 225-3295 ♦ Toll Free (800) 856-5525 ♦ Fax (603) 228-1898 ♦ Web www.bm-cap.org

## COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

(Approved by Agency Board of Directors on 02/24/05  
as part of the Agency Bylaws.)

### STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

CAPBMCJ Statement of Purpose

<b>ALTON</b> Senior Center ..... 675-7162 Prospect View Housing ..... 878-3111	<b>CONCORD</b> Area Center ..... 221-6888 Head Start ..... 224-6482 Early Head Start ..... 224-6482 Command Area Beds-to-Wheels ..... 228-6562 Concord Area Transit ..... 228-1899 Hemlock Pond Place ..... 228-6888 MUSICPPP ..... 228-6888 Workplace Success ..... 223-2266	<b>FRANKLIN</b> Area Center ..... 634-3444 Head Start ..... 634-3161 Early Head Start ..... 634-3161 Senior Center ..... 634-4181 Riverside Housing ..... 634-4348	<b>LACONIA</b> Area Center ..... 624-8912 Head Start ..... 628-6234 Early Head Start ..... 628-6234 Senior Center ..... 624-7268 Family Planning ..... 624-6462 Preschool ..... 624-6462 Workplace Success ..... 624-4267	<b>NEWBURY</b> Newbury Commons Housing ..... 763-6588	<b>PITTSFIELD</b> Senior Center ..... 438-6462 Head Start ..... 438-6616 Early Head Start ..... 438-6616
<b>BELMONT</b> Senior Center ..... 387-6887 Heritage Trn. Housing ..... 387-6887	<b>KEARSARGE VALLEY</b> Area Center ..... 488-6267 Head Start ..... 488-6267 North Ridge Housing ..... 488-6368	<b>NEWBURY</b> Family Planning ..... 628-7982 Preschool ..... 628-7982	<b>OSSEIPEE</b> Family Planning ..... 628-7982 Preschool ..... 628-7982	<b>PEMBROKE</b> Village of Pembroke Farms Housing ..... 488-6942	<b>BUNCOOK</b> Area Center ..... 488-7634 Senior Center ..... 488-4234
<b>BRADFORD</b> Senior Center ..... 638-4184	<b>EPSON</b> Madison Brook Housing ..... 728-6288	<b>MEREDITH</b> Area Center ..... 378-6888	<b>TILTON</b> Senior Center ..... 637-6294		

*Financial Statements*

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**COMMUNITY ACTION PROGRAM  
BELKNAP - MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018  
AND  
INDEPENDENT AUDITORS' REPORTS**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities	4 - 5
Statements of Cash Flows	6
Statements of Functional Expenses	7 - 8
Notes to Financial Statements	9 - 18
Supplementary Information:	
Schedule of Expenditures of Federal Awards	19 - 20
Notes to Schedule of Expenditures of Federal Awards	21
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	22- 23
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance required by the Uniform Guidance	24 - 25
Schedule of Findings and Questioned Costs	26 - 27

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2019 and 2018, and the related statements of activities, functional expenses and cash flows, and notes to the financial statements for the years then ended.

### **Management's Responsibility for the Financial Statements**

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

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

**Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 16, 2020, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 16, 2020

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Inventory	22,800	26,567
Prepaid expenses	52,632	88,287
Investments	<u>102,522</u>	<u>98,753</u>
Total current assets	<u>3,910,757</u>	<u>4,958,697</u>
<b>PROPERTY</b>		
Land, buildings and improvements	4,749,673	4,634,220
Equipment, furniture and vehicles	<u>5,979,320</u>	<u>6,227,722</u>
Total property	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property, net	<u>4,398,413</u>	<u>3,925,134</u>
<b>OTHER ASSETS</b>		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
<b>TOTAL ASSETS</b>	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 183,269	\$ 172,745
Accounts payable	1,069,165	1,443,697
Accrued expenses	1,066,748	1,056,676
Refundable advances	<u>998,332</u>	<u>1,187,333</u>
Total current liabilities	3,317,514	3,860,451
<b>LONG TERM LIABILITIES</b>		
Notes payable, less current portion shown above	<u>781,385</u>	<u>962,781</u>
Total liabilities	<u>4,098,899</u>	<u>4,823,232</u>
<b>NET ASSETS</b>		
Without Donor Restrictions	3,842,297	3,497,187
With Donor Restrictions	<u>507,415</u>	<u>702,853</u>
Total net assets	<u>4,349,712</u>	<u>4,200,040</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 8,448,611</u>	<u>\$ 9,023,272</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 19,205,554	\$ -	\$ 19,205,554
Other funds	4,706,408	169,246	4,875,654
In-kind	829,464	-	829,464
United Way	18,227	-	18,227
	<hr/>	<hr/>	<hr/>
Total revenues and other support	24,759,653	169,246	24,928,899
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	364,684	(364,684)	-
	<hr/>	<hr/>	<hr/>
Total	25,124,337	(195,438)	24,928,899
<b>EXPENSES</b>			
Salaries and wages	8,905,642	-	8,905,642
Payroll taxes and benefits	2,428,774	-	2,428,774
Travel	324,491	-	324,491
Occupancy	1,310,477	-	1,310,477
Program services	8,941,429	-	8,941,429
Other costs	1,707,999	-	1,707,999
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
	<hr/>	<hr/>	<hr/>
Total expenses	24,779,227	-	24,779,227
<b>CHANGE IN NET ASSETS</b>	345,110	(195,438)	149,672
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>3,497,187</u>	<u>702,853</u>	<u>4,200,040</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 3,842,297</u>	<u>\$ 507,415</u>	<u>\$ 4,349,712</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2018**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847
Other funds	1,538,501	2,870,131	4,408,632
In-kind	1,147,978	-	1,147,978
United Way	30,517	-	30,517
	<hr/>	<hr/>	<hr/>
Total revenues and other support	20,652,843	2,870,131	23,522,974
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	2,811,389	(2,811,389)	-
	<hr/>	<hr/>	<hr/>
Total	23,464,232	58,742	23,522,974
	<hr/>	<hr/>	<hr/>
<b>EXPENSES</b>			
Salaries and wages	8,295,198	-	8,295,198
Payroll taxes and benefits	2,054,965	-	2,054,965
Travel	281,239	-	281,239
Occupancy	1,222,773	-	1,222,773
Program services	7,979,371	-	7,979,371
Other costs	1,636,269	-	1,636,269
Depreciation	236,706	-	236,706
In-kind	1,147,978	-	1,147,978
	<hr/>	<hr/>	<hr/>
Total expenses	22,854,499	-	22,854,499
	<hr/>	<hr/>	<hr/>
<b>CHANGE IN NET ASSETS</b>	609,733	58,742	668,475
<b>NET ASSETS, BEGINNING OF YEAR</b>	2,887,454	644,111	3,531,565
	<hr/>	<hr/>	<hr/>
<b>NET ASSETS, END OF YEAR</b>	\$ 3,497,187	\$ 702,853	\$ 4,200,040
	<hr/>	<hr/>	<hr/>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 149,672	\$ 668,475
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	330,491	236,706
Decrease (increase) in current assets:		
Accounts receivable	672,364	(831,433)
Inventory	3,767	(5,037)
Prepaid expenses	35,655	6,028
Decrease (increase) in current liabilities:		
Accounts payable	(374,532)	595,990
Accrued expenses	10,072	37,250
Refundable advances	<u>(189,001)</u>	<u>28,002</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>638,488</u>	<u>735,981</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property	(803,770)	(523,729)
Investment in partnership	<u>(3,769)</u>	<u>(13,528)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(807,539)</u>	<u>(537,257)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of long term debt	<u>(170,872)</u>	<u>(179,383)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(170,872)</u>	<u>(179,383)</u>
<b>NET (DECREASE) INCREASE IN CASH</b>	(339,923)	19,341
<b>CASH BALANCE, BEGINNING OF YEAR</b>	<u>1,751,685</u>	<u>1,732,344</u>
<b>CASH BALANCE, END OF YEAR</b>	<u>\$ 1,411,762</u>	<u>\$ 1,751,685</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	<u>\$ 63,133</u>	<u>\$ 73,582</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2019

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,682,073	\$ 223,569	\$ 8,905,642
Payroll taxes and benefits	2,320,432	108,342	2,428,774
Travel	323,333	1,158	324,491
Occupancy	1,293,439	17,038	1,310,477
Program Services	8,941,429	-	8,941,429
Other costs:			
Accounting fees	-	57,892	57,892
Legal fees	19,554	3,520	23,074
Supplies	284,548	-	284,548
Postage and shipping	53,134	-	53,134
Equipment rental and maintenance	2,208	-	2,208
Printing and publications	45,786	3,732	49,518
Conferences, conventions and meetings	22,840	27,848	50,688
Interest	46,478	16,655	63,133
Insurance	143,136	6,760	149,896
Membership fees	9,891	9,093	18,984
Utility and maintenance	214,214	-	214,214
Computer services	37,562	1,304	38,866
Other	701,232	612	701,844
Depreciation	330,491	-	330,491
In-kind	829,924	-	829,924
Total functional expenses	<u>\$ 24,301,704</u>	<u>\$ 477,523</u>	<u>\$ 24,779,227</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2018**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198
Payroll taxes and benefits	1,948,839	106,126	2,054,965
Travel	279,829	1,410	281,239
Occupancy	1,107,004	115,769	1,222,773
Program Services	7,979,371	-	7,979,371
Other costs:			
Accounting fees	24,915	27,549	52,464
Legal fees	5,137	-	5,137
Supplies	236,553	26,718	263,271
Postage and shipping	49,153	1,052	50,205
Equipment rental and maintenance	1,680	-	1,680
Printing and publications	3,643	27,649	31,292
Conferences, conventions and meetings	13,730	9,544	23,274
Interest	68,274	5,308	73,582
Insurance	123,457	35,257	158,714
Membership fees	19,045	8,668	27,713
Utility and maintenance	185,882	64,390	250,272
Computer services	21,517	17,179	38,696
Other	645,081	14,888	659,969
Depreciation	231,959	4,747	236,706
In-kind	1,147,978	-	1,147,978
Total functional expenses	<u>\$ 22,119,338</u>	<u>\$ 735,161</u>	<u>\$ 22,854,499</u>

See Notes to Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2019 AND 2018**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

**New Accounting Pronouncement**

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic – 958) - Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has presented these statements accordingly. The ASU has been applied retrospectively to all periods presented.

**Financial Statement Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

**Net assets with donor restrictions** include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. The Organization had net assets with donor restrictions of \$507,415 and \$702,853 at February 28, 2019 and 2018, respectively. See **Note 13**.

### **Income Taxes**

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2015.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2016 through 2019), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

### **Property**

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

### **Use of Estimates**

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

### **Contributed Services**

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a)

create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

#### In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$829,924 and \$1,147,978 in donated facilities, services and supplies for the years ended February 28, 2019 and 2018, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$35,519 and \$292,141 for the years ended February 28, 2019 and 2018, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$793,945 and \$846,237 for the years ended February 28, 2019 and 2018, respectively.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018. There was no donation for the year ended February 28, 2019.

#### Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2019 and 2018 totaled \$54,461 and \$32,655, respectively.

#### Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been presented in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

2. **LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,411,762	\$ 1,751,685
Accounts receivable	2,321,041	2,993,405
Investments	102,522	98,753
Line of credit available	<u>200,000</u>	<u>200,000</u>
Total financial assets	<u>4,035,325</u>	<u>5,043,843</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	507,415	702,853
Less net assets with time restrictions to be met in less than a year	<u>-</u>	<u>-</u>
Amounts not available within one year	<u>507,415</u>	<u>702,853</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,527,910</u>	<u>\$ 4,340,990</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,880,000 and \$3,530,000 respectively, at February 28, 2019 and 2018.

3. **ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2019 and 2018. The Organization has no policy for charging interest on overdue accounts.

4. **REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$998,332 and \$1,187,333 as of February 28, 2019 and 2018, respectively.

5. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2019 and 2018 totaled \$184,961 and \$202,725, respectively.

6. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2019 and 2018, the annual lease expense for the leased facilities was \$480,258 and \$479,964, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2020	\$ 468,715
2021	368,835
2022	104,206
2023	103,206
2024	103,206
Thereafter	<u>972,603</u>
Total	<u>\$ 2,120,771</u>

7. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$377,163 and \$369,827 at February 28, 2019 and 2018, respectively.

8. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (5.50% and 4.50% at February 28, 2019 and 2018, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2019 and 2018.

9. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	\$ 649,372	\$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.

64,943 71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.

250,339 290,132

Total  
Less amounts due within one year

964,654 1,135,526  
183,269 172,745

Long term portion

\$ 781,385 \$ 962,781

The scheduled maturities of long-term debt as of February 28, 2019 were as follows:

**Year Ending  
February 28**

**Amount**

2020	\$ 183,269
2021	194,445
2022	206,317
2023	218,926
2024	133,205
Thereafter	<u>28,492</u>
	<u>\$ 964,654</u>

**10. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land	\$ 168,676	\$ 168,676
Building and improvements	4,580,996	4,465,544
Equipment and vehicles	<u>5,979,321</u>	<u>6,227,722</u>
	10,728,993	10,861,942
Less accumulated depreciation	<u>6,330,580</u>	<u>6,936,808</u>
Property and equipment, net	<u>\$ 4,398,413</u>	<u>\$ 3,925,134</u>

Depreciation expense for the years ended February 28, 2019 and 2018 was \$330,491 and \$236,706, respectively.

**11. CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2019.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

**12. CONCENTRATION OF RISK**

For the years ended February 28, 2019 and 2018, approximately \$12,000,000 (48%) and \$11,000,000 (47%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

**13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 28, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	137,743	127,746
Elder Services	200,912	390,089
NH Rotary Food Challenge	5,068	5,068
Common Pantry	5,534	5,912
Caring Fund	11,811	14,272
Agency – FAP	6,342	14,746
Agency Head Start	137,967	140,979
Other Programs	<u>1,375</u>	<u>3,378</u>
Total net assets with donor restrictions	<u>\$ 507,415</u>	<u>\$ 702,853</u>

14. **RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

<b><u>Related Party</u></b>	<b><u>Function</u></b>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at both February 28, 2019 and 2018.

The Organization serves as the management agent for the following organizations:

<b><u>Related Party</u></b>	<b><u>Function</u></b>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2019 and 2018 was \$185,937 and \$114,032, respectively and is included in accounts receivables.

15. **RECLASSIFICATION**

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. **FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$101,522 and \$97,753 at February 28, 2019 and 2018, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2019 and 2018, the Organization's investments were classified as Level 1 and were based on fair value.

**Fair Value Measurements using Significant Observable Inputs (Level 1)**

	<u>2019</u>	<u>2018</u>
Beginning balance – mutual funds	\$ 97,753	\$ 84,225
Total gains (losses) – mutual funds	3,769	9,528
Purchases	<u>-</u>	<u>4,000</u>
Ending balance – mutual funds	<u>\$ 101,522</u>	<u>\$ 97,753</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2019 and 2018.

**17. FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 16, 2020, the date the financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

**COMMUNITY ACTION PROGRAM BELKNAP - NERRIMACK COUNTIES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 29, 2019**

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
<b><u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u></b>					
Head Start	93.600		01CH2G52-04-01/01CH2052-05-01	\$ 4,242,642	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-17/18B1NHLIEA	4,378,659	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-17/18B1NHLIEA	295,523	
Low Income Home Energy Assistance Program-HRRP	93.668	State of New Hampshire	G-17/18B1NHLIEA	171,400	
			<b>TOTAL</b>	<b>4,805,582</b>	
Community Services Block Grant	93.569	State of New Hampshire	G-18B1NHCO5R	405,924	
Social Services Block Grant-Home Delivered & Congregate	93.667	State of New Hampshire	05-95-48-481010-9255	314,788	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	18,487	
			<b>TOTAL</b>	<b>333,285</b>	
<b><u>TANF CLUSTER</u></b>					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-8148	2,921	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	245,823	
			<b>CLUSTER TOTAL</b>	<b>248,846</b>	
<b><u>AGING CLUSTER</u></b>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	187,613	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-17/18B1NHLIEA	10,004	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	133,829	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	290,410	
NSIP	93.053	State of New Hampshire	1058477	387,522	
			<b>CLUSTER TOTAL</b>	<b>1,019,378</b>	
<b><u>CHILD CARE AND DEVELOPMENT FUND CLUSTER</u></b>					
Child Care & Development Block Grant	93.575	State of New Hampshire		514,166	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		44,808	
			<b>CLUSTER TOTAL</b>	<b>558,974</b>	
<b><u>MEDICAID CLUSTER</u></b>					
Medical Assistance Program	93.778	State of New Hampshire	102-500731	92,382	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	84,386	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62P5003655	8,518	
<b><u>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</u></b>					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	111,058	
ACA - Aging & Disability Resource Center	93.517	State of New Hampshire	102-500731	12,521	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	47,245	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	15,506	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	24,230	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	7,878	
			<b>HHS TOTAL</b>	<b>\$ 12,018,155</b>	
<b><u>US DEPARTMENT OF AGRICULTURE</u></b>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703W1003	\$ 760,651	
WIC Grants to States	10.578	State of New Hampshire	174NH781W5413	28,555	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	71,243	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	238,155	
<b><u>CHILD NUTRITION CLUSTER</u></b>					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,273	

See Notes to Schedule of Expenditures of Federal Awards

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
<b>FOOD DISTRIBUTION CLUSTER</b>					
Commodity Supplemental Food Program	10 585	State of New Hampshire	15154NH814Y8005	\$ 544,048	\$ 345,945
Emergency Food Assistance Program-Administration	10 568	State of New Hampshire	81750000	218,285	
Emergency Food Assistance Program	10 569	State of New Hampshire	81750000	1,592,513	1,592,513
			CLUSTER TOTAL	2,354,826	
Trade Mitigation	10.178	State of New Hampshire	NONE PROVIDED	503,391	503,391
Rural Housing Preservation Grant	10 433			9,826	
			USDA TOTAL	\$ 4,123,920	\$ 2,441,849
<b>CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICES</b>					
<b>FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER</b>					
Senior Companion Program	94.016		16SCANH001	\$ 380,743	
			CNCS TOTAL	\$ 380,743	
<b>US DEPARTMENT OF TRANSPORTATION</b>					
<b>Formule Grants for Rural Areas-Concord Transit</b>					
	20 509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 561,301	
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	41,190	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	NH-18-X043	42,168	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20 513	State of New Hampshire-Department of Transportation	2 buses	475,998	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20 513	Hammock County	NH-65-X001	45,499	
			CLUSTER TOTAL	607,855	
<b>FEDERAL TRANSIT CLUSTER</b>					
Bus and Bus Facilities Formula & Discretionary Program	20 526			6,985	
			DOT TOTAL	\$ 1,175,841	
<b>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>					
<b>Supportive Housing Program-Outreach</b>					
Supportive Housing Program-Outreach	14 235	State of New Hampshire	05-95-42-423010-7927-102-500731	\$ 169,659	
Supportive Housing Program-Homeless	14 235	State of New Hampshire	NONE PROVIDED	25,915	
Supportive Housing Program	14 235	State of New Hampshire	05-95-42-423010-7927-102-500731	96,839	
			TOTAL	292,413	
<b>Emergency Solutions Grant</b>					
Emergency Solutions Grant	14 231	State of New Hampshire	05-95-42-423010-7927-102-500731	110,347	
<b>Continuum of Care Program</b>					
Continuum of Care Program	14 267	State of New Hampshire	05-95-42-423010-7927-102-500731	92,226	
			HUD TOTAL	\$ 494,985	
<b>US DEPARTMENT OF ENERGY</b>					
<b>Weatherization Assistance for Low Income Persons</b>					
Weatherization Assistance for Low Income Persons	81 042	State of New Hampshire	EE0006189	\$ 183,288	
			DOE TOTAL	\$ 183,288	
<b>US DEPARTMENT OF LABOR</b>					
<b>Senior Community Service Employment Program</b>					
Senior Community Service Employment Program	17 235	State of New Hampshire	1044701	\$ 422,684	
<b>WIA/WIOA CLUSTER</b>					
WIA/WIOA - Adult Program	17 258	Southern New Hampshire Services	0510-53360000-102-500731	60,308	
WIA/WIOA - Dislocated Worker Formula Grants	17-278	Southern New Hampshire Services	0510-53360000-102-500731	47,081	
			CLUSTER TOTAL	107,389	
			DOL TOTAL	\$ 530,073	
			TOTAL	\$ 18,807,006	\$ 2,441,849

See Notes to the Schedule of Expenditures of Federal Awards

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknep-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknep-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE 3 INDIRECT COST RATE**

Community Action Program Belknep-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4 FOOD COMMODITIES AND VEHICLES**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Community Action Program Belknap-Merrimack Counties, Inc.  
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated January 16, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2019-001 that we consider to be a material weakness.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 16, 2020

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH  
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
Community Action Program Belknep-Merrimack Counties, Inc.  
Concord, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Community Action Program Belknep-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2019. Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknep-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknep-Merrimack Counties, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2019.

**Report on Internal Control Over Compliance**

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Seane McDonnell & Roberts*  
*Professional Association*

Concord, New Hampshire  
January 16, 2020

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2019**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:  
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Aging Cluster, 93.044, 93.045 and 93.053, Social Services Block Grant 93.667, U.S. Department of Agriculture, Women, Infants and Children 10.557, U.S. Department of Transportation, Formula Grants for Rural Areas 20.509, Enhanced Mobility of Seniors and Individuals with Disabilities 20.513.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

## FINDINGS - FINANCIAL STATEMENTS AUDIT

### MATERIAL WEAKNESS

2019-001

*Condition:* The financial statements presented to the auditor at the beginning of fieldwork understated net income by a material amount. This was primarily the result of improper cut off due to revenue related to the fiscal year under audit being recorded to the subsequent period.

*Criteria:* The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis and a review is completed prior to closing the financial records for the year.

*Cause:* The Organization lost staff and their accumulated knowledge of Fiscal Department processes and procedures. This led to general ledger entries being posted late or mis-posted.

*Effect:* Significant adjusting journal entries were proposed by the auditor to ensure accurate revenue cut off for the period under audit. Additionally, the auditor proposed a significant adjusting entry to reduce expenses as a result of workers' compensation insurance expenses being over-accrued.

*Recommendations:* The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

*Views of Responsible Officials:* Staff turnover and short staffing resulted in the errors leading to this finding. Agency Officials recognize the need to ensure the presence of qualified staff for operational continuity. The Organization will implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. The Director of Finance will also develop procedures to produce financial reports on a periodic basis.

## FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None



**COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

**BOARD OF DIRECTORS**

Dennis Martino, <i>President</i>	Kathy Goode
David Siff, Esq., <i>Vice President</i>	Heather Brown
Safiya Wazir, <i>Treasurer</i>	Theresa M. Cromwell
Robert (Bob) Krieger, <i>Secretary-Clerk</i>	Ben Wilson, AAMS®
Sara A. Lewko	A. Bruce Carri, CFP, CPA EA

Current fiscal year (3/1/20 – 2/28/21) board meetings – 3/12/20, 5/14/20, 9/17/20, 11/12/20, 1/14/21

## **FREEMAN TOTH**

Results-oriented leader with strong background in hiring, training, management and employee development. Exceptional communication and coaching skills. Effectively motivates employees through consistent feedback, positive reinforcement and leading by example.

### **HIGHLIGHTS**

- Employee onboarding, development and retention - New product launches and trainings - Team building - Multi-media training program development - Fluent in "Earn the Right Sales" process -

### **ACCOMPLISHMENTS**

- Successfully managed all functions related to daily operations of a retail organization. Duties include recruiting, interviewing, hiring and onboarding, the development and implementation of training programs and performance management plans that consistently yield positive results.
- Served in multiple leadership roles, working closely with the executive team to establish organizational goals and maintain forward momentum for the company.
- Workforce management and scheduling oversight for multiple locations including over 50 associates and managers.
- Orchestrated regular meetings and trainings focused on sales best practices and exceeding company and individual goals

### **PROFESSIONAL EXPERIENCE**

#### **Community Action Program of Belknap/Merrimack Counties, INC**

Concord, NH Homeless Outreach & Housing Stabilization Manager 2/2019 to Current

As a Homeless Outreach & Housing Stabilization Manager my responsibilities include Managing a team responding to referrals from NH 2-1-1 Services with the goal of providing advice, services and assistance to people experiencing Homelessness or to those whom are at risk of becoming homeless. A typical day may include Visiting with local shelters, welfare officers, food pantries and homeless resource centers and homeless people in an effort to Ingratiate myself while building rapport and trust with the local homeless population.

#### **Waltham Traders/IM Wireless**

Salem, NH District Manager/Trainer 2/2017 to 10/2018

Hire, onboard and manage multiple associates and managers for multiple high-volume locations throughout New England. Developed and implemented company training programs and assisted with the opening of multiple high-profile locations.

#### **GoWireless LLC/INC.**

Derry, NH Manager 3/2015 to 1/2017

Directly developed and managed a large team of sales professionals while overseeing daily operations of the location. Served in a critical role during a company acquisition, contributing to a successful transition with minimal operational disruption.

Bedford, NH Sales Manager/Area Manager 02/2002 to 3/2015

Responsibilities included working in conjunction with the executive team to recruit, interview and hire new consultants and managers while successfully managing multiple high-volume locations. Specialized in building rapport with customers; earning their trust and creating lifelong customers.

**EDUCATION** - Keene State College, Keene, NH

# DANI GUERIN

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## WORK EXPERIENCE

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### **Housing Stabilization Coordinator**

Community Action Program - Concord, NH

July 2020 to Present

Knowledge of housing programs

Rehousing and rehousing programs

UCARES COVID Program, RRH, EHP, HDSG

Homeless prevention

Knowledge of housing standards and fair market value

Case management with clients; making budgets, offering outside resource information  
data entry

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### **Administrative Manager**

Steele Hill Resorts

October 2019 to June 2020

Administrative duties such as:

- Maintaining and filing paper work
- Training staff/ coach
- Hiring
- Organization & handling office paperwork
- Create incentives for employees
- Processing Payments
  
- Directing calls to appropriate departments and representatives
  
- working closely with the reservations department to make sure guests have appropriate accommodations
  
- Testing Software and new promotions
- Sold timeshare over phone
- Data entry
- Quality assurance
- Corresponding with guests through email and over the phone
- Revising current scripts that staff use
- Customer service
- Monitoring staff by leading the sales floor or pulling calls

I also was the assistant to the call center Director of Promotions and Marketing. I would help various office projects as needed.

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### **Call Center Supervisor**

**Steele Hill Resorts - Sanbornton,**  
NH February 2016 to June 2020

As call center supervisor I have many jobs to do throughout the day. I take over my representative calls to speak with the guest about the promotion they signed up for and make sure they know all the term of the promotion and send the proper paper work out. I also get incoming calls from guest where I provide excellent customer service skills to handle the call on what ever it might be. I handle rescheduling guest reservation dates. I also have a floor to keep an eye on. I make sure my representatives stay focused but also up beat and positive! Plus I make my own calls to perspective guest where my persuasive sales skills come in handy making me one of the company's top bookers. I use a computer daily so I am tech savvy! I loved working here which really showed when I got promoted to the supervisor position after only working there for 6 months.

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### **Customer Service Associate**

**Hannaford**  
2012 to 2014

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## **EDUCATION**

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### **Associate in Paralegal**

**PennFoster - Concord, NH**  
2015 to 2016

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### **High School Deploma in General**

**Kingswood Regional Highschool - Wolfeboro, NH**  
January 2013 to January 2014

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## **SKILLS**

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- Microsoft Office (3 years)
- Microsoft Word (4 years)
- Microsoft Excel (2 years)
- Customer Service Skills (5 years)
- Positive
- Hard Working
- Time Management Skills
- Reliable
- Punctual
- Enthusiastic
- Filing
- Organization
- Sales (4 years)
- Supervisor (4 years)
- Scheduling
- Customer Service
- Marketing
- training
- Office Management
- Telemarketing
- Management

## AWARDS

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### Job Shadow- Medical Field

March 2012

I have job shadowed in a couple different medical department's, Spear Memorial Hospital for anesthesiology and then Huggins Hospital in 2013-2014 for PACU which is a day surgery wing. I interacted with patients and sat in on their surgeries.

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### Quarterly Award for Excellence

March 2018

There is 4 awards giving each quarter. You have to get nominated and then selected out of all the nominations. Its an award for doing outstanding work and you get \$175 bonus as well.

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## ASSESSMENTS

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### Customer Focus & Orientation — Highly Proficient

June 2020

Responding to customer situations with sensitivity.

Full results: Highly Proficient

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Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

## ADDITIONAL INFORMATION

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I do want return to school and get my degree in buisness management!

# ALLISON CASWELL

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My purpose is to join an organization that makes a difference in the lives of people in our community. I have learned that structure with a smidge of empathy can change people's lives.

## EXPERIENCE

**DATES FROM – 04/20 - PRESENT**

**HOUSING STABILIZATION COORDINATOR, COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.**

Responsible for case management as well as keeping files and all HMIS data up to date. Provide supportive services, financial assistance or activities necessary to prevent individuals or families from being evicted and entering into homelessness.

**DATES FROM – 10/2019 – 2/2020**

**TEMPORARY OFFICE ADMIN, CONCORD COALITION TO END HOMELESSNESS**

For the past 2 months I have fulfilled the role of office administrator because the previous employee resigned without any notice. My duties included responding to donor requests, contacting businesses to resolve our needs, daily post office and bank runs, processing bulk mailers, data entry, answering emails and telephone queries and other duties assigned by the Executive Director.

**DATES FROM – 11/2017 – 07/2019**

**NIGHT AUDITOR, DUPREY COMPANY**

Created an atmosphere where clients would continue to use their services, checked front office accounting records for accuracy and, on a daily basis, summarized and compiled information for the hotel's financial records and worked independently as manager on duty.

**DATES FROM – 01/17 -10/17**

**DATA ENTRY RESOLUTION SPECIALIST, RANDSTAD (CONDUENT)**

Verified insurance coverage of clients for medical and dental providers and processed medical and dental claims for Medicaid.

**DATES FROM – 3/13 – 6/16**

**ASSISTANT OPERATIONS MANAGER, ALWAYS ON CALL**

Answered calls for clients anywhere from funeral homes to chemical plants, met with potential clients to increase revenue, processed and completed payroll, hired and trained new employees. Confidentiality was a priority due to the client we serviced.

## **EDUCATION**

**HIGH SCHOOL DIPLOMA, NORTHEAST HIGH SCHOOL CLARKSVILLE, TN**

**GRANITE STATE COLLEGE**

I went to college as an adult and I plan on continuing my education.

## **VOLUNTEER WORK**

**DATES 1/2019 – 3/**

**VOLUNTEER COORDINATOR, CONCORD COALITION TO END HOMELESSNESS**

I began as a volunteer at CCEH helping in the resource center and with fundraising in 1/2019. Over the past year I have assisted as a temporary employee and the volunteer coordinator. As the volunteer coordinator I am responsible for scheduling over 60 volunteers for the Winter Shelter. I have daily interaction with staff, volunteers, and guests. Part of my role is filling in when others are unable to.

**DATES 11/2019 - PRESENT**

**VOLUNTEER, FRIENDS OF FORGOTTEN CHILDREN**

I sort and organize donations in the clothing pantry. I work in the food pantry helping families choose their groceries. I assist annual programs including Thanksgiving, Christmas, and the annual yard sale.

**DATES 05/2019 - PRESENT**

**VOLUNTEER, NH RARE DISORDERS ASSOCIATION**

I assisted with the annual 5k race to raise money and awareness.

## **SKILLS**

- Microsoft Office
- Sharepoint
- Salesforce
- Payroll
- Micros Opera Property Management
- Standard office equipment
- M3- Accounting and Auditing
- NH Easy
- Medicaid Insurance Claims
- ADP

**Community Action Program Belknap-Merrimack Counties, Inc.**

**Department of Health and Human Services  
Office of Human Services**

**Continuum of Care – Rapid Re-Housing (RRH) Program - Amendment #1  
12/01/2020 – 11/30/2021**

**Key Personnel Salaries and Allocation**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Freeman Toth	Housing Stabilization & Homeless Outreach Manager	\$ 40,525	5%	\$ 2,026.00
Dani Guerin	Housing Stabilization Coordinator	\$ 29,250	10%	\$ 2,925.00
Allison Caswell	Housing Stabilization Coordinator	\$ 29,250	5%	\$ 1,462.50



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 30, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into sole source agreements with the vendors listed below to provide Permanent Housing programs and Supportive Services to individuals and families facing homelessness through the Federal Continuum of Care Program in an amount not to exceed \$443,456, effective per the dates indicated in the table below, upon Governor and Executive Council approval, through the completion dates indicated in the table below. 100% Federal Funds.

Vendor Name	Vendor #	Location	Effective Date	Completion Date	Total Amount
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Belknap & Merrimack Counties	12/1/19	11/30/20	\$181,202
Southwestern Community Services, Inc.	177511-R001	Sullivan County	11/01/19	10/31/20	\$71,012
Southwestern Community Services, Inc.	177511-R001	Sullivan County	11/01/19	10/31/20	\$117,669
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	174116-R001	Western Rockingham & Coos Counties	12/1/19	11/30/20	\$73,573
				<b>Total</b>	<b>\$443,456</b>

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**SEE ATTACHED FISCAL DETAILS**

**EXPLANATION**

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The purpose of these requests is for the provision of Permanent Housing programs that deliver rental and leasing assistance, service access, supportive services and associated administrative services for individuals and families who face chronic homelessness to promote the ability of participants to live more independently.

Collectively, these vendors will provide permanent housing and supportive services to a minimum of eighty (80) participants for the total contract period among all agreements in this submission from November 1, 2019 through November 30, 2020.

The attached agreements represent four (4) of thirty (30) total annual agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state, to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

Using the Housing First model and the development of Stabilization and Crisis Management plans, the vendors will facilitate participants' movement into sustained permanent housing while providing connections with community services to maximize the participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing instability and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- (1) A strategic planning process for addressing homelessness in the community.
- (2) A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- (3) An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for individuals and families who face homelessness.

The Bureau ensures contract compliance and vendor performance in the following ways:

- (1) Annual compliance reviews are performed and include the collection of data relating to compliance with administrative rules and contractual agreements.
- (2) Statistical reports are submitted by the vendor on a semi-annual basis which include various demographic information and income and expense reports, including match dollars.
- (3) Each vendor is required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System. The NH Homeless Management Information System is the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

As referenced in Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, supportive services for individuals and families who face homelessness in the areas served by the vendors may not be available in their communities, additionally there may be an increase in demand for services placed upon each region's local welfare authorities. It may also result in individuals and families becoming homeless.

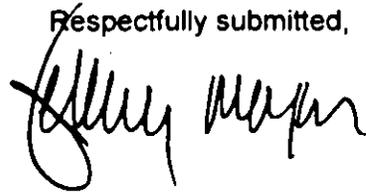
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Area served: Belknap, Coos, Merrimack, Sullivan and Western Rockingham Counties; a minimum of eighty (80) individuals and/or families will be served collectively.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267. FAIN #s: NH0100L1T001802; NH0066L1T001805; NH0079L1T001805; and NH0001L1T0011806.

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**FISCAL DETAILS SHEET**

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
HUMAN SERVICES, HOMELESS HOUSING, HOUSING- SHELTER PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003)  
(Rapid Re-Housing, Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$105,701.00
2021	102-500731	Contracts for Program Services	TBD	\$75,501.00
			<b>Sub-Total</b>	<b>\$181,202.00</b>

**Southwestern Community Services, Inc. (Vendor 177511-R001)  
(Central Street, Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$47,341.00
2021	102-500731	Contracts for Program	TBD	\$23,671.00
			<b>Sub-Total</b>	<b>\$71,012.00</b>

**Southwestern Community Services, Inc. (Vendor #177511-R001)  
(Fresh Steps Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$78,445.00
2021	102-500731	Contracts for Program	TBD	\$39,224.00
			<b>Sub-Total</b>	<b>\$117,669.00</b>

**The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management (Vendor #174116-R001)  
(Shelter Plus Care Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$30,655.00
2021	102-500731	Contracts for Program	TBD	\$42,918.00
			<b>Sub-Total</b>	<b>\$73,573.00</b>
			<b>Grand Total</b>	<b>\$443,456.00</b>

Subject: Continuum of Care, Rapid Re-Housing Program, SS-2020-BHS-04-PERMA-26

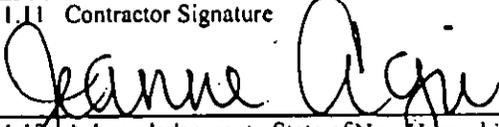
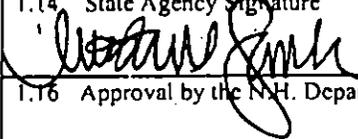
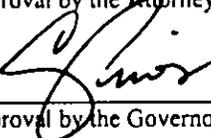
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Community Action Program Belknap-Merrimack Counties, Inc.		<b>1.4 Contractor Address</b> 2 Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
<b>1.5 Contractor Phone Number</b> (603)225-3295	<b>1.6 Account Number</b> 05-95-42-423010-7927 102-500731	<b>1.7 Completion Date</b> November 30, 2020	<b>1.8 Price Limitation</b> \$181,202
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9631	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jeanne Agri, Executive Director	
<b>1.13 Acknowledgement: State of New Hampshire, County of Merrimack</b> On <u>9/26/2019</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> KATHY L. HOWARD Notary Public, NH My Commission Expires October 17, 2023			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Christine Santaniero, Director, KCH	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  CATHERINE PINOS On: <u>10/2/19</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



**SCOPE OF SERVICES**

**Rapid Re-Housing, Permanent Housing Program**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date; submitted to:

NH DHHS  
Bureau of Housing Supports  
105 Pleasant Street  
Concord, NH 03301.

- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.300.
- 1.4. Notwithstanding the confidentiality procedures established under 24 CFR 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.5. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.6. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR 578 and other written, appropriate HUD policies and directives.
- 1.7. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for information security requirements and Exhibit I for privacy and security requirements for protected health information.
- 1.8. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.9. The Contractor shall support the primary goal of this program, which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

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Exhibit A

2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System for all projects funded by the CoC Program, Emergency Solutions Grants Program, and Housing Opportunities for Persons with AIDS Program, in accordance with CoC interim rule, 24 CFR 578.
- 2.2. The Contractor shall provide a Rapid Re-Housing, Permanent Housing program that is targeted to serve thirty-seven (37) homeless individuals and families, which includes but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing; and
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. Continuum of Care Records: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. Records of Homeless Status. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);
    - 2.3.1.2. Records of at Risk of Homelessness Status: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and
    - 2.3.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and
      - 2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking; which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought



Exhibit A

assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

2.3.1.4. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor shall keep the following documentation of annual income:

2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor;

2.3.1.4.2. Source documents, which may include the most recent wage statement, unemployment compensation statement, public benefits statement, and bank statements for the assets held by the program participant and income received before the date of the evaluation; and

2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.

2.3.1.5. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor shall keep records for each program participant that document:

2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and

2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.

2.3.1.6. Housing Standards. The Contractor shall retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.

2.3.1.7. Services Provided. The Contractor shall document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor shall keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

2.4. The Contractor shall maintain records that document compliance with:

2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c);

2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b); and



Exhibit A

- 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g);
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b);
- 2.6.3. Affirmatively Furthering Fair Housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c);
- 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable;
- 2.6.5. Other Records Specified by HUD. The Contractor must keep other records as specified by HUD; and
- 2.6.6. Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
- 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential;
- 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.
- 2.8. Period of Record Retention. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.
3. Program Reporting Requirements
- 3.1. The Contractor shall submit the following reports:
- 3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year NOFA. The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
- 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.



Exhibit A

4. Contract Administration

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

5. Performance Measures

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the applicable HUD Project Application #SF-424.
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to the following:
    - 5.1.1.1. <https://www.hudexchange.info/programs/coc/system-performance-measures/#guidance>;
    - 5.1.1.2. 24 CFR 578; Continuum of Care Program; and
    - 5.1.1.3. Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3, Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

6. Deliverables

- 6.1. The Contractor shall implement and participate in the Coordinated Entry System, as detailed in Section 2.1., Scope of Services, Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a permanent housing program as outlined in Section 2.2., Scope of Services, Exhibit A and other written HUD policies and directives as appropriate.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.
- 6.4. The Contractor shall be subject to all performance measures as outlined in Section 5, Performance Measures, Exhibit A.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. Rapid Re-Housing Permanent Housing Program Funding

- 1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 1.2. This Agreement is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. FAIN Number: NH0100L1T001802
  - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
  - 1.2.6. Program Title: Continuum of Care, Rapid Re-Housing Permanent Housing Program
  - 1.2.7. Total Amount Continuum of Care;
    - 1.2.7.1. December 1, 2019 – November 30, 2020: not to exceed \$181,202
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;
    - 1.2.8.1. Administrative Expenses: \$4,274
    - 1.2.8.2. Supportive Services: \$11,700
    - 1.2.8.3. Rental Assistance: \$165,228
    - 1.2.8.4. Total program amount: \$181,202
    - 1.2.8.5. Vendor Match (25%) \$46,396
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:
 

NH DHHS  
Bureau of Housing Supports  
105 Pleasant Street  
Concord, NH 03301
- 2.2. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after contract completion date.

**3. Project Costs: Payment Schedule: Review by the State**

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

- 3.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

**3.3. Match Funds:**

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.

- 3.3.2. Match requirements are to be documented with each payment request.

- 3.3.3. The Contractor must match all grant funds except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources.

- 3.3.4. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:

- 3.3.4.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.

- 3.3.4.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted.

- 3.3.4.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived.

- 3.3.4.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

**3.4. Payment of Project Costs:**

- 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in section 1.2 Exhibit B.
- 3.4.4. Schedule of Payments:
- 3.4.4.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fifteenth (15<sup>th</sup>) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.4.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to: [housingsupportsinvoices@dhhs.nh.gov](mailto:housingsupportsinvoices@dhhs.nh.gov)
- 3.4.4.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

**3.5. Review of the State Disallowance of Costs:**

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**4. Expense Eligibility**

- 4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

4.2. Operating Expenses:

4.2.1. Eligible operating expenses include:

- 4.2.1.1. Maintenance and repair of housing.
- 4.2.1.2. Property taxes and insurance (including property and car).
- 4.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost).
- 4.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds.
- 4.2.1.5. Utilities, including electricity, gas and water.
- 4.2.1.6. Furniture and equipment.

4.2.2. Ineligible costs include:

- 4.2.2.1. Rental assistance and operating costs in the same project.
- 4.2.2.2. Operating costs of emergency shelter and supportive service-only facilities.
- 4.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

4.3. Supportive Services

4.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.

4.3.2. Eligible costs shall include:

- 4.3.2.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).
- 4.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.
- 4.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.
- 4.3.2.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.
- 4.3.2.5. Education Services. The costs of improving knowledge and basic educational skills are eligible.
- 4.3.2.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- program participants in employment assistance and job training programs is also an eligible cost.
- 4.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible.
  - 4.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
  - 4.3.2.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.
  - 4.3.2.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
  - 4.3.2.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
  - 4.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals.
  - 4.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - 4.3.2.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
  - 4.3.2.15. Transportation Services are described in 24CFR 578(e) (15).
  - 4.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies.
  - 4.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1)-(16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17).
  - 4.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

4.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

4.4. Rental Assistance

- 4.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 4.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 4.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 4.4.3.1. Short term, up to 3 months of rent;
  - 4.4.3.2. Medium term, for 3-24 months; or
  - 4.4.3.3. Long-term, for longer than 24 months.
- 4.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 4.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 4.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 4.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 4.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 4.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based assistance as described by HUD in 24 CFR 578.51.
  - 4.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

- 4.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
- 4.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
- 4.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- 4.5. Administrative Costs:
- 4.5.1. Eligible administrative costs include:
- 4.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities.
- 4.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
- 4.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
- 4.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:
- 4.5.1.2.1.1.1. Preparing program budgets and schedules, and amendments to those budgets and schedules;
- 4.5.1.2.1.1.2. Developing systems for assuring compliance with program requirements;
- 4.5.1.2.1.1.3. Developing interagency agreements and agreements with subrecipients and Contractors to carry out program activities;
- 4.5.1.2.1.1.4. Monitoring program activities for progress and compliance with program requirements;



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

- 4.5.1.2.1.1.5. Preparing reports and other documents related to the program for submission to HUD;
- 4.5.1.2.1.1.6. Coordinating the solution of audit and monitoring findings;
- 4.5.1.2.1.1.7. Preparing reports and other documents directly related to the program submission to HUD;
- 4.5.1.2.1.1.8. Evaluating program results against stated objectives;
- 4.5.1.2.1.1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 4.5.1.2.1.1.1. through 4.5.1.2.1.1.8. above, Exhibit B.
- 4.5.1.2.1.1.10. Travel costs incurred for official business in carrying out the program;
- 4.5.1.2.1.1.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and;
- 4.5.1.2.1.1.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.
- 4.5.1.2.1.1.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings.
- 4.5.1.2.1.1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31

4.6. Leasing:

4.6.1. When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

4.6.2. Requirements:

4.6.2.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

4.6.2.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

- 4.6.2.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 4.6.2.4. Security deposits and first and last month's rent. The contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 4.6.2.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 4.6.2.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 4.6.2.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 4.6.2.8. Transition. Refer to 24CFR 578.49(b)(8)
- 4.6.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 4.6.2.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 4.6.2.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 4.6.2.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 4.6.2.13. The Contractor cannot lease a building that it already owns to itself.
- 4.6.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 4.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 4.8. The Contractor shall have any staff charged in full or part to this contract, or counted as match, complete weekly or bi-weekly timesheets.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

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**5. Contractor Financial Management System**

- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

CoC Funds	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 96,383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,383.00	\$ -	\$ -
Supportive Services	\$ 6,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,825.00	\$ -	\$ -
Administration	\$ 2,493	\$ -	\$ -	\$ 2,493	\$ -	\$ -	\$ -	\$ -	\$ -
25% Required Match	\$ 27,049	\$ -	\$ -	\$ 27,049	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 132,750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 29,542</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,208.00</b>	<b>\$ -</b>	<b>\$ -</b>

CoC Funds	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 68,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,845.00	\$ -	\$ -
Supportive Services	\$ 4,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,875.00	\$ -	\$ -
Administration	\$ 1,781	\$ -	\$ -	\$ 1,781	\$ -	\$ -	\$ -	\$ -	\$ -
25% Required Match	\$ 19,320	\$ -	\$ -	\$ 19,320	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 94,821</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,720.00</b>	<b>\$ -</b>	<b>\$ -</b>



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation, regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

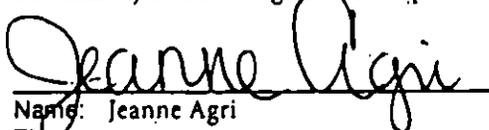
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2018  
Date:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials JA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G

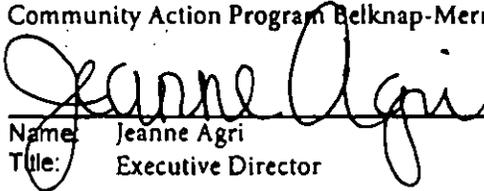


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date

Exhibit G

Vendor Initials JA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR. Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

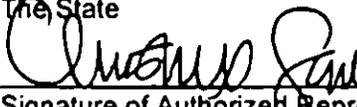
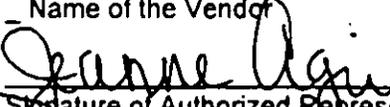
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>Department of Health and Human Services</u> <u>The State</u>  <u>Signature of Authorized Representative</u> <u>Christine Santaniello</u> <u>Name of Authorized Representative</u> <u>Director, DEHS</u> <u>Title of Authorized Representative</u> <u>9/26/19</u> <u>Date</u>	<u>Community Action Program</u> <u>Belknap-Merrimack Counties, Inc.</u> <u>Name of the Vendor</u>  <u>Signature of Authorized Representative</u> <u>Jeanne Agri</u> <u>Name of Authorized Representative</u> <u>Executive Director</u> <u>Title of Authorized Representative</u> <u>9/26/2019</u> <u>Date</u>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:  
Community Action Program Belknap-Merrimack Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date



**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-399-7504

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

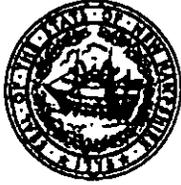
B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

JA

9.26.19

13 mac



Lori A. Shibiakette  
Commissioner

Christine L. Santaniello  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF ECONOMIC & HOUSING STABILITY*

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 21, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with the vendor listed in bold below for the ongoing provision of permanent housing and supportive services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a contract renewal option by extending the completion date from October 31, 2020, to October 31, 2021, and by increasing the total price limitation by \$107,192 from \$281,462 to \$388,654, effective November 1, 2020, or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contracts were approved by Governor and Council on August 14, 2019, item #9.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
<b>FIT/NHNN, Inc., Manchester, NH</b>	157730-B001	Manchester	\$71,374	\$0	\$71,374
<b>FIT/NHNN, Inc., Manchester, NH</b>	157730-B001	Merrimack County	\$105,327	\$0	\$105,327
<b>FIT/NHNN, Inc., Manchester, NH</b>	<b>157730-B001</b>	<b>Strafford County</b>	<b>\$104,761</b>	<b>\$107,192</b>	<b>\$211,953</b>
		<b>Total:</b>	<b>\$281,462</b>	<b>\$107,192</b>	<b>\$388,654</b>

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	TBD	\$208,314	\$0	\$208,314
2021	102-500731	Contracts for Prog Svc	TBD	\$73,148	\$71,462	\$144,610
2022	102-500731	Contracts for Prog Svc	TBD	\$0	\$35,730	\$35,730
			<b>Total</b>	<b>\$281,462</b>	<b>\$107,192</b>	<b>\$388,654</b>

**EXPLANATION**

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendment to be labelled as sole source.

The purpose of this request is to continue providing permanent housing programs that deliver rental and leasing assistance; service access; and supportive services to individuals and families who are experiencing homelessness.

The programs serve individuals and families experiencing homelessness who would otherwise likely be left in unsafe situations without permanent housing. Approximately thirty-eight (38) individuals will be served from November 1, 2020, to October 31, 2021.

Using the Housing First model, the Contractors develop Stabilization and Crisis Management plans and facilitate each participant's movement into sustained permanent housing. Additionally, the Contractors work to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will monitor contracted services using the following:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- Timely and accurate data entered by the Contractors into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

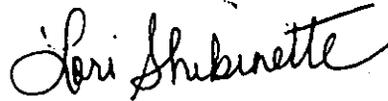
Should the Governor and Executive Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families, in unsafe and deadly situations, without a safety net. Additionally, if data is not collected as required by the contracts, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Manchester and Merrimack and Stafford Counties.

Source of Funds: CFDA #14.267, FAIN #NH0053L1T001909

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner



**New Hampshire Department of Health and Human Services  
Continuum of Care, Dover Permanent Housing**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Continuum of Care, Dover Permanent Housing Contract**

This 1<sup>st</sup> Amendment to the Continuum of Care, Dover Permanent Housing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNN, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 14, 2019, (Item #9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, Paragraph 2.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
October 31, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$211,953.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2., paragraph 1.2.4., to read:
  - 1.2.4. Grant Numbers NH0053L1T001808 (November 1, 2019 through October 31, 2020); NH0053L1T001909 (November 1, 2020 - October 31, 2021)
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.7, by adding Subparagraph 1.2.7.2, to read:
  - 1.2.7.2. November 1, 2020 - October 31, 2021, not to exceed \$107,192
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1., Subsection 1.2., Paragraph 1.2.8., to read:
  - 1.2.8. Funds allocation under this agreement for the Continuum of Care Program are as follows:

Description	November 1, 2019 through October 31, 2020	November 1, 2020 through October 31, 2021	Total Cumulative Amount
1.2.8.1. Supportive Services:	\$21,264	\$21,264	\$42,528
1.2.8.2. Operating Costs:	\$81,042	\$83,473	\$164,515
1.2.8.3. Administrative Expenses:	\$2,455	\$2,455	\$4,910
1.2.8.4. Total Program Amount:	<b>\$104,761</b>	<b>\$107,192</b>	<b>\$211,953</b>
1.2.8.5. Vendor Match (25%):	\$26,190	\$27,412	\$53,602

6. Add Exhibit B-2, Amendment #1 Budget Sheet, which is attached hereto and incorporated by reference herein.

*MD*



**New Hampshire Department of Health and Human Services  
Continuum of Care, Dover Permanent Housing**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/29/2020

Date

DocuSigned by:

*Christine Santaniello*

Name: Christine Santaniello

Title: Director

FIT/NHNNH, Inc.

9/28/2020

Date

DocuSigned by:

*Maria Devlin*

Name: Maria Devlin

Title: President & CEO



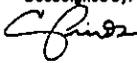
**New Hampshire Department of Health and Human Services  
Continuum of Care, Dover Permanent Housing**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/29/2020

Date

DocuSigned by:  
  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

Exhibit B-2, Amendment #1 Budget Sheet

FIT/NHNN: Dover Permanent Housing  
 CoC Funds - NH0053L1T001909

TOTAL - 11/1/20-6/30/21 SFY 2021									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 14,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,178	\$ -	\$ -
Operating	\$ 55,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,649	\$ -	\$ -
Administration	\$ 1,637	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,637	\$ -	\$ -
25% Required Match	\$ 18,275	\$ -	\$ -	\$ 18,275	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 89,737</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 71,462</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 7/1/21-10/31/21 SFY 2022									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 7,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,088	\$ -	\$ -
Operating	\$ 27,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,824	\$ -	\$ -
Administration	\$ 818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 818	\$ -	\$ -
25% Required Match	\$ 9,137	\$ -	\$ -	\$ 9,137	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 44,867</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,137</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,730</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 11/1/20-10/31/21 SFY 2021-2022									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 21,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,284	\$ -	\$ -
Operating	\$ 83,473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,473	\$ -	\$ -
Administration	\$ 2,455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,455	\$ -	\$ -
25% Required Match	\$ 27,412	\$ -	\$ -	\$ 27,412	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 134,604</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,412</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 107,192</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 107,192

**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 FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0004885897



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Scott Ellison, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of FIT/NHNNH, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 24, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

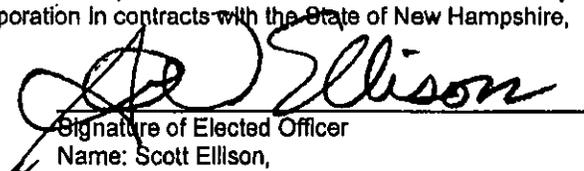
VOTED: That Maria Devlin, President/CEO (may list more than one person)  
(Name and Title of Contract Signatory)

Is duly authorized on behalf of FIT/NHNNH, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: September 24, 2020

  
Signature of Elected Officer  
Name: Scott Ellison,  
Title: Board of Director, Chair



FAMIINT-01

DBEAUDOIN

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/3/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 116 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 225-6611      FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Insurance Company      NAIC # 23850 INSURER B: Granite State Health Care & Human Services Self Insured Group INSURER C: INSURER D: INSURER E: INSURER F:	

**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	ADOL (RSD)	BUSR (WSD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2077895	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2077898	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB705694	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20200000187	2/1/2020	2/1/2021	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

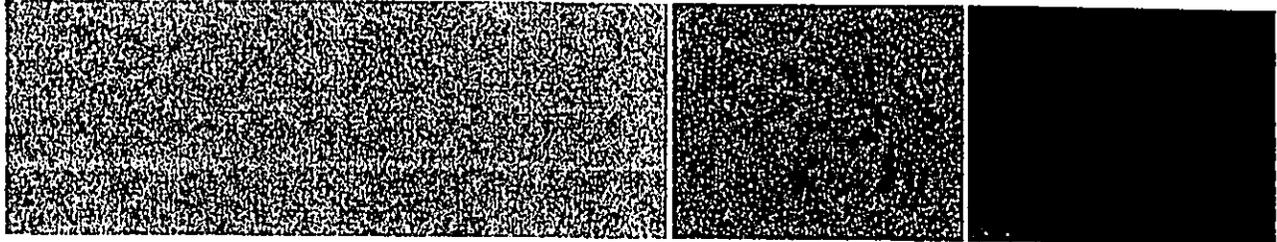
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  NH DHMS 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2019**

**(With Comparative Totals for 2018)**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2019 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2019, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors  
FIT/NHNN, Inc. and Subsidiaries  
Page 2

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2018 consolidated financial statements and, in our report dated March 18, 2019, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

***Other Matters***

***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2019, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Changes in Accounting Principles***

As discussed in Note 1 to the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

*Berry Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 31, 2020

## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidated Statement of Financial Position

December 31, 2019

(With Comparative Totals for December 31, 2018)

	<u>2019</u>	<u>2018</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Prepaid expenses	65,512	80,007
Due from related parties	-	35,613
Other current assets	<u>59,367</u>	<u>48,110</u>
Total current assets	3,304,052	2,600,317
Replacement reserves	428,390	336,578
Reserve cash designated for properties	1,012,597	718,154
Investments	1,123,413	1,336,584
Investment in related entity	- 1,000	1,000
Asset held for sale	-	429,779
Property and equipment, net	32,788,053	28,530,819
Development in process	155,686	3,605,450
Other assets	<u>80,638</u>	<u>198,473</u>
Total assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 317,739	\$ 1,116,180
Accounts payable	167,557	249,907
Accrued expenses	372,038	348,095
Due to related entity	-	35,613
Line of credit	-	145,000
Other current liabilities	<u>59,671</u>	<u>82,475</u>
Total current liabilities	917,005	1,977,270
Long-term debt, net of current portion and unamortized deferred costs	<u>15,610,670</u>	<u>13,604,017</u>
Total liabilities	<u>16,527,675</u>	<u>15,581,287</u>
Net assets		
Without donor restrictions - controlling interest	19,284,224	17,778,833
Without donor restrictions - noncontrolling interest	<u>2,602,333</u>	<u>3,209,398</u>
Total without donor restrictions	21,886,557	20,988,231
With donor restrictions	<u>479,597</u>	<u>1,187,636</u>
Total net assets	<u>22,366,154</u>	<u>22,175,867</u>
Total liabilities and net assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>

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

**FIT/NHNN, INC. AND SUBSIDIARIES**  
**Consolidated Statement of Activities**  
**Year Ended December 31, 2019**  
**(With Comparative Totals for the Year Ended December 31, 2018)**

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2019	Total 2018
<b>Revenue and support</b>						
Federal, state and other grant support	\$ 4,285,382	\$ -	\$ 4,285,382	\$ 344,151	\$ 4,629,533	\$ 5,115,184
Rental income, net of vacancies	2,359,730	-	2,359,730	-	2,359,730	2,021,485
Thrift store sales	673,355	-	673,355	-	673,355	618,565
Public support	2,050,951	-	2,050,951	-	2,050,951	855,830
Tax credit revenue	268,238	-	268,238	-	268,238	60,000
Special events	519,237	-	519,237	-	519,237	526,910
Developer fees	101,545	-	101,545	-	101,545	88,483
VISTA program revenue	75,368	-	75,368	-	75,368	93,734
Unrealized gains (loss) on investments	252,431	-	252,431	-	252,431	(169,848)
Cash (loss) on disposal of assets	210,190	-	210,190	-	210,190	(10,115)
Interest income	19,326	-	19,326	-	19,326	39,534
In-kind donations	105,484	-	105,484	-	105,484	14,429
Investment income	21,969	-	21,969	-	21,969	90,782
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	874,861	-	874,861	-	874,861	821,857
Other income	228,640	-	228,640	-	228,640	279,420
Net assets released from restrictions	752,336	-	752,336	(752,336)	-	-
<b>Total revenue and support</b>	<b>12,627,290</b>	<b>-</b>	<b>12,627,290</b>	<b>(408,185)</b>	<b>12,219,105</b>	<b>10,264,649</b>
<b>Expenses</b>						
Program activities						
Housing	9,524,438	-	9,524,438	-	9,524,438	8,390,826
Thrift store	417,853	-	417,853	-	417,853	899,374
<b>Total program activities</b>	<b>9,942,401</b>	<b>-</b>	<b>9,942,401</b>	<b>-</b>	<b>9,942,401</b>	<b>9,077,300</b>
Fundraising	1,000,388	-	1,000,388	-	1,000,388	1,131,941
Management and general	1,078,712	-	1,078,712	-	1,078,712	897,234
<b>Total expenses</b>	<b>12,021,501</b>	<b>-</b>	<b>12,021,501</b>	<b>-</b>	<b>12,021,501</b>	<b>11,106,479</b>
Excess (deficiency) of revenue and support over expenses	606,789	-	606,789	(408,185)	197,604	(841,827)
Grants and contributions for capital projects	-	-	-	-	-	660,790
Net assets released for capital projects	299,854	-	299,854	(299,854)	-	-
Effect of consolidation of affiliate	-	-	-	-	-	3,430,851
Partnership distributions	(6,585)	(732)	(7,317)	-	(7,317)	-
Transfer of noncontrolling interest resulting from dissolution of a Limited Partnership	229,165	(229,165)	-	-	-	-
<b>Change in net assets</b>	<b>1,119,163</b>	<b>(229,837)</b>	<b>889,326</b>	<b>(708,039)</b>	<b>180,287</b>	<b>3,149,914</b>
Change in net assets attributable to noncontrolling interest in subsidiaries	386,228	(386,228)	-	-	-	-
<b>Change in net assets after reclassification of portion attributable to noncontrolling interest</b>	<b>1,505,391</b>	<b>(607,065)</b>	<b>898,326</b>	<b>(708,039)</b>	<b>180,287</b>	<b>3,149,914</b>
Net assets, beginning of year	17,778,633	3,209,298	20,987,931	1,187,636	22,175,667	19,028,853
<b>Net assets, end of year</b>	<b>\$ 19,284,024</b>	<b>\$ 2,602,233</b>	<b>\$ 21,886,257</b>	<b>\$ 479,647</b>	<b>\$ 22,365,904</b>	<b>\$ 22,178,867</b>

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

## FIT/NHNH, INC. AND SUBSIDIARIES

## Consolidated Statement of Functional Expenses

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	Program Activities			Management and General	2019 Total	2018 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,042,182	\$ 248,403	\$ 400,818	\$ 803,738	\$ 5,295,139	\$ 4,882,814
Employee benefits	430,575	11,728	41,883	62,042	546,228	517,504
Payroll taxes	<u>299,750</u>	<u>19,882</u>	<u>30,036</u>	<u>44,292</u>	<u>393,960</u>	<u>353,589</u>
Total salaries and benefits	4,772,507	280,013	472,737	710,070	6,235,327	5,553,907
Other expenses						
Advertising	21,315	29,076	2,441	3,662	56,494	59,032
Application and permit fees	522	-	52	4,341	4,915	1,620
Bad debts	13,402	-	-	-	13,402	28,100
Bank charges	7,982	7,466	872	5,554	21,874	20,865
Condominium association fees	12,072	-	-	-	12,072	-
Consultants	37,115	2,714	4,168	5,377	49,374	29,481
Depreciation	1,024,398	10,304	131,224	73,404	1,239,330	1,111,930
Events	1,789	385	145,581	-	147,765	167,049
Food	124,080	-	-	-	124,080	-
General insurance	146,654	2,331	15,214	11,245	175,444	155,880
Grant expense	-	-	-	-	-	59,149
Interest expense	218,845	660	1,615	538	221,658	229,713
Management fees	6,724	-	-	-	6,724	6,622
Meals and entertainment	3,498	-	466	783	4,747	6,122
Membership dues	6,728	-	757	1,136	8,621	15,989
Merger expenses	110,014	-	-	36,672	146,686	137,747
Office supplies	176,001	8,895	21,594	32,098	238,588	370,155
Participant expenses	139,602	-	-	-	139,602	117,718
Postage	12,557	8	1,493	2,182	16,240	13,365
Printing	35,759	982	4,311	6,309	47,361	40,717
Professional fees	158,731	4,000	12,014	37,895	212,640	169,823
Rental subsidies	332,635	-	-	-	332,635	332,270
Repairs and maintenance	576,605	26,813	73,992	43,911	721,321	462,762
Shelter expense	-	-	-	-	-	168,891
Staff development	34,768	200	4,376	6,538	45,882	39,034
Taxes	365,503	1,709	-	-	367,212	315,920
Technology support	169,707	525	20,752	30,914	221,898	244,811
Telephone	111,116	2,618	9,421	13,981	137,136	112,921
Travel	37,152	2,328	4,881	7,299	51,658	54,172
Utilities	534,278	22,308	60,222	26,851	643,659	613,495
VISTA program	208,887	-	-	-	208,887	320,859
Workers' compensation	<u>123,512</u>	<u>14,630</u>	<u>12,205</u>	<u>17,952</u>	<u>168,299</u>	<u>148,356</u>
Total expenses	\$ <u>9,524,438</u>	\$ <u>417,963</u>	\$ <u>1,000,388</u>	\$ <u>1,078,712</u>	\$ <u>12,021,501</u>	\$ <u>11,106,475</u>

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

## FIT/NHNN, INC. AND SUBSIDIARIES

## Consolidated Statement of Cash Flows

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 190,287	\$ 3,149,914
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,253,461	1,125,127
Grants and contributions for capital projects	-	(560,790)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of \$326,551	-	(3,104,400)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gain) loss on investments	(252,431)	168,848
(Gain) loss on disposal of assets	(210,190)	10,115
(Increase) decrease in:		
Accounts receivable	(15,290)	42,130
Grants and contributions receivable	197,125	(334,679)
Prepaid expenses	14,495	(39,301)
Other assets	106,578	(119,810)
(Decrease) increase in:		
Accounts payable	(82,350)	(21,258)
Accrued expenses	23,943	84,806
Due to related party	(35,613)	35,613
Other current liabilities	(22,804)	32,971
Net cash provided by operating activities	<u>1,035,944</u>	<u>338,019</u>
Cash flows from investing activities		
Repayments from (advances to) related parties	35,613	(35,613)
Proceeds from sale of investments	465,602	275,024
Investment in development in process	(523,132)	(1,515,419)
Proceeds from disposal of assets	846,634	-
Acquisition of property and equipment	<u>(1,730,333)</u>	<u>(2,476,109)</u>
Net cash used by investing activities	<u>(905,616)</u>	<u>(3,752,117)</u>
Cash flows from financing activities		
Grants and contributions for capital projects	-	580,790
Net (repayments on) borrowings from line of credit	(145,000)	145,000
Proceeds from long-term borrowings	2,127,975	3,507,201
Payment of financing costs	(31,409)	-
Payments on long-term debt	<u>(771,218)</u>	<u>(223,019)</u>
Net cash provided by financing activities	<u>1,180,348</u>	<u>3,989,972</u>
Net increase in cash and cash equivalents	1,310,676	575,874
Cash, cash equivalents and restricted cash, beginning of year	<u>2,652,765</u>	<u>2,078,891</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Breakdown of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Replacement reserves	428,390	336,578
Reserve cash designated for properties	<u>1,012,597</u>	<u>718,154</u>
	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Supplemental disclosure		
Property and equipment transferred from development in process	\$ 3,972,896	\$ 2,222,138
Interest paid	<u>\$ 221,658</u>	<u>\$ 229,713</u>

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

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Organization**

In May 1994, Families in Transition, Inc. was incorporated as a New Hampshire nonprofit to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire.

Effective January 1, 2018, Families in Transition, Inc. merged with New Horizons for New Hampshire, Inc. (NHNH) to form FIT/NHNN, Inc. (FIT/NHNN or the Organization). As a result of the merger, FIT/NHNN created an integrated system of care that provides an increased supply of affordable housing for those most in need, sustains positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identifies areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets in 2018 as follows:

Cash and cash equivalents	\$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	<u>(73,417)</u>
Fair value of net assets acquired	<u>\$ 3,430,951</u>

The fair value of the identifiable assets exceeded the fair value of the liabilities assumed; as a result, a contribution was recognized. There was no consideration transferred from NHNN.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

During 2019, Bicentennial reached the end of its initial 15-year low-income housing tax credit compliance period. Effective September 20, 2019, New Hampshire Housing Equity Fund 2002 Limited Partnership and JPMorgan Chase, the limited partners, and Bicentennial Families Concord, Inc., the general partner, dissolved Bicentennial. As a result, the non-controlling interest was eliminated and the assets and liabilities of Bicentennial were transferred to the general partner. The general partner's parent, FIT/NHNN, then caused the assets to be contributed to, and the liabilities assumed by, Housing Benefits, Inc. (Housing Benefits), a subsidiary of FIT/NHNN.

## FIT/NHH, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

In 2008, the Organization created Housing Benefits, a Community Development Housing Organization, to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), Leher Street in Wolfeboro, New Hampshire (Hope House), and at Bicentennial Square in Concord, New Hampshire (Bicentennial).

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2019, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close a Concord, New Hampshire thrift store location.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association). The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**1. Summary of Significant Accounting Policies**

**Newly Adopted Accounting Principle and Reclassifications**

In 2019, the Organization adopted Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash on the statement of cash flows. The impact of adoption on the consolidated statement of cash flows for the year ended December 31, 2018 is a decrease in cash used by investing activities of \$40,338, and an increase in cash and restricted cash, beginning of the year of \$1,014,394.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic No. 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

**Principles of Consolidation**

Since the General Partners have control of the Limited Partnerships, in accordance with FASB ASC Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, Outfitters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

**Comparative Information**

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2018 consolidated financial statements, from which the summarized information was derived.

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Use of Estimates**

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

**Basis of Presentation**

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classification:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

**FIT/NHNN, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Cash and Cash Equivalents**

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

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

**Rental Income**

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in a separate cash account and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

**FIT/HNNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**Volunteer Services**

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2019 and 2018 is approximately \$1,030,000 and \$780,000, respectively.

**Functional Expense Allocation**

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation, amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

**Income Taxes**

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2019 and 2018, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

2. Availability and Liquidity of Financial Assets

As of December 31, 2019, the Organization has working capital, excluding current assets with donor restrictions of \$454,597, of \$1,932,450 and average days (based on normal expenditures) cash and cash equivalents on hand of 85.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on mortgage notes payable, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2019</u>	<u>2018</u>
Financial assets:		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Due from related parties	-	35,613
Investments	<u>1,123,413</u>	<u>1,336,584</u>
Total financial assets	4,302,586	3,808,784
Donor-imposed restrictions:		
Restricted funds	<u>(479,597)</u>	<u>(1,187,636)</u>
Financial assets available at year end for current use	<u>\$ 3,822,989</u>	<u>\$ 2,621,148</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.

The Organization has replacement reserves and designated cash reserves for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and designated cash reserves for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 3,764,378	\$ 3,646,598
Land improvements	650,360	602,600
Buildings and improvements	39,119,498	34,123,494
Furniture and fixtures	920,936	731,590
Equipment	604,425	558,032
Vehicles	361,163	347,711
Construction in progress	<u>850</u>	<u>12,229</u>
	45,421,600	40,022,254
Less: accumulated depreciation	<u>12,633,547</u>	<u>11,491,435</u>
Property and equipment, net	<u>\$ 32,788,053</u>	<u>\$ 28,530,819</u>

At December 31, 2019 and 2018, the Organization held \$37,087,574 and \$31,959,920, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and building improvements at December 31, 2019 and 2018 was \$9,284,428 and \$8,344,904, respectively.

**4. Development In Process**

At December 31, 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization. As December 31, 2018, development in process consisted of costs related to the following:

**Family Willows Recovery Housing Program**

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT/NHNN and Housing Benefits established The Manchester Recovery and Treatment Center (the Facility), a large-scale facility to curb the tide of substance misuse.

The Facility provides areas for agencies to provide substance use disorder treatments or services to those at varying stages of recovery. The Facility also includes Housing Benefit's Family Willows Recovery Housing Program (the Program) on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. This Program provides 19 units of sober recovery housing, and accommodates approximately 40-50 women and their children. Residents in the Program have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Funding for the Facility was secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations. Construction was completed and the Facility was placed into service in 2019.

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (4.75% at December 31, 2019). As of December 31, 2018, the outstanding balance was \$145,000. There was no outstanding balance as of December 31, 2019.

6. Long-Term Debt

Long-term debt consisted of the following:

	<u>2019</u>	<u>2018</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 50,142	\$ 53,707
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5.00% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034. The Organization refinanced this note in 2019.	104,019	113,185
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	48,028	59,226
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	207,307	217,397

## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	135,156	141,664
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	85,018	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	336,955	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	445,068	449,877
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	207,057	220,274
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	32,773	45,430
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNN, Inc. and Family Mill.	415,323	432,921
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	516,277	543,384
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	81,817	90,908

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 4.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNN, Inc. and Big Shady Tree.	251,100	263,103
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	40,664	69,285
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,735	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The property was sold and the note was paid in 2019.	-	332,432
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	160,022	168,022

## FIT/NHHH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2019 and 2018, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	853,230	984,497
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,672
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	572,808	582,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024. The Organization refinanced this note in 2019.	386,216	388,731
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	4,237	9,892
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	5,989	13,979
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	12,930	-

## FIT/NHNNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	177,428	183,916
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.	373,411	382,018
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$7,003 are due over a 30 year period starting September 2018 at 4.90% interest.	724,146	770,113
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	720,000	692,891
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	28,611	40,633
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	1,458,182	1,133,816

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	531,252	495,225
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.</p>	780,000	780,000
<p>A mortgage note payable to NHHFA and is collateralized by the real estate and personal property. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.</p>	1,558,090	-
<p>A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.</p>	41,627	13,879
<p>A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of \$6,000 are due by October 1 commencing October 1, 2010. The note was paid off in 2019.</p>	-	6,000

## FIT/NHNH, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.

	<u>28,924</u>	<u>46,767</u>
	15,985,939	14,760,449
Less current portion	317,739	1,116,180
Less unamortized deferred costs	<u>67,530</u>	<u>40,252</u>
	<u>\$ 15,610,670</u>	<u>\$13,604,017</u>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2020	\$ 317,739
2021	245,311
2022	223,202
2023	544,247
2024	663,538
Thereafter	<u>13,991,902</u>
	<u>\$ 15,985,939</u>

Interest expense charged to operations, including amortization of deferred costs of \$14,131, was \$221,658 and \$229,713 in 2019 and 2018, respectively.

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

7. Net Assets

At December 31, 2019 and 2018, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place - services	81,933	53,540
Scholarships	8,764	8,264
VISTA program	-	48,118
Housing programs	37,500	-
Direct care for clients	88,784	95,410
Community Gardens	-	10,333
Hope House	21,067	131,440
Family Willows Recovery Housing Program	-	264,238
NHNN merger	12,779	345,003
Substance use disorder services	119,760	170,677
NHNN programs	17,344	35,613
Passage of time	<u>66,666</u>	<u>-</u>
Total funds maintained with donor restrictions temporary in nature	<u>454,597</u>	<u>1,162,636</u>
Total net assets with donor restrictions	<u>\$ 479,597</u>	<u>\$ 1,187,636</u>

## FIT/NHNN, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2019  
(With Comparative Totals for December 31, 2018)

Net assets released from net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place - services	\$ 26,607	\$ -
Scholarships	-	3,500
VISTA program	48,116	57,325
Direct care for clients	71,083	84,324
Community Gardens	2,000	-
Hope House	107,175	-
NHNN merger	122,810	96,706
Substance use disorder services	374,438	45,324
NHNN programs	<u>107</u>	<u>5,746</u>
	<u>752,336</u>	<u>292,925</u>
Capital project releases		
Hope House	-	216,016
Family Willows Recovery		
Housing Program	264,238	143,796
NHNN programs	<u>35,616</u>	<u>-</u>
	<u>299,854</u>	<u>359,812</u>
	<u>\$ 1,052,190</u>	<u>\$ 652,737</u>

#### 8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

**FIT/NHNH, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2019**

**(With Comparative Totals for December 31, 2018)**

**9. Retirement Plan**

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$71,543 and \$63,053 during the years ended December 31, 2019 and 2018, respectively.

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2019</u>	<u>2018</u>
New Hampshire Housing Equity Fund, Inc.	Bicentennial	\$ -	\$ 105,749
JP Morgan Chase	Bicentennial	-	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate BCCC, Inc.	Family Bridge	766,943	970,818
Boston Capital Midway	Family Willows	10	10
		<u>1,835,370</u>	<u>1,919,020</u>
		<u>\$ 2,602,333</u>	<u>\$ 3,209,398</u>

**11. Uncertainty**

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of March 31, 2020, management believes that a material impact on the Organization's consolidated financial position and results of future operations is reasonably possible.

**12. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 31, 2020, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**SUPPLEMENTARY INFORMATION**

FITFINISH, INC. AND SUBSIDIARIES  
 Consolidating Statement of Financial Position  
 December 31, 2019

	ASSETS										Total
	Families In Transition - Co-ops	Limited Partnerships	Housing Benefits	Family Outlets	New Horizons for New Hampshire	Manchester Emergency Services	New Hampshire Coalition to End Homelessness	Wilbur Street Condominium Association	With Donor Restriction	Eliminations	
<b>Current assets</b>											
Cash and cash equivalents	\$ 1,101,820	\$ 48,900	\$ 174,847	\$ 79,806	\$ 634,841	\$ 7,803	\$ 84,337	\$ 1,250	\$ 387,831	\$ -	\$ 2,822,484
Accounts receivable	82,966	12,778	38,388	-	-	-	-	8,446	-	(72,174)	87,501
Grants and contributions receivable	420,480	-	-	-	94,298	7,800	-	-	64,898	-	589,218
Prepaid expense	23,824	14,837	17,710	8,478	890	378	-	-	-	-	85,512
Due from related party	1,271,127	-	68,401	77,118	71,313	-	-	2,078	-	-	-
Other current assets	4,128	18,612	38,828	-	-	-	-	-	-	(1,479,887)	-
<b>Total current assets</b>	<b>2,903,095</b>	<b>84,724</b>	<b>328,895</b>	<b>163,401</b>	<b>806,143</b>	<b>16,130</b>	<b>87,317</b>	<b>11,852</b>	<b>454,897</b>	<b>(1,862,171)</b>	<b>3,304,062</b>
Replacement reserves	87,262	111,928	228,862	-	-	-	-	-	20,100	-	428,390
Reserve cash designated for properties	64,822	253,218	704,857	-	-	-	-	-	-	-	1,012,597
Related party notes receivable	1,726,789	-	-	-	-	-	-	-	-	-	-
Accrued interest receivable on related party note	1,122,863	-	-	-	-	-	-	-	-	(1,721,788)	-
Investments	-	-	-	-	1,084,413	-	-	-	-	-	-
Investment in related entities	1,188,347	-	25,051	-	-	-	-	-	28,000	-	1,123,413
Property and equipment, net	3,898,683	7,864,374	18,944,463	18,017	1,840,881	1,588	2,804	18,148	-	(1,220,386)	1,000
Development in process	185,888	-	-	-	-	-	-	-	-	-	32,784,063
Other assets	-	-	30,000	-	30,838	-	-	-	-	-	153,686
<b>Total assets</b>	<b>\$ 10,832,343</b>	<b>\$ 8,818,842</b>	<b>\$ 21,290,134</b>	<b>\$ 182,418</b>	<b>\$ 3,474,822</b>	<b>\$ 17,723</b>	<b>\$ 89,821</b>	<b>\$ 49,285</b>	<b>\$ 478,897</b>	<b>\$ (5,851,331)</b>	<b>\$ 38,893,628</b>
	LIABILITIES AND NET ASSETS										
<b>Current liabilities</b>											
Current portion of long-term debt	\$ 104,728	\$ 83,168	\$ 128,518	\$ 8,888	\$ 18,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,738
Accounts payable	38,160	78,807	48,898	2,007	88,488	3,551	1,913	2,928	-	-	187,637
Accrued expenses	221,898	719,517	488,288	17,158	88,289	12,158	-	-	-	(72,174)	372,938
Due to related entities	48,429	87,498	1,164,010	-	2,848	152,770	-	13,848	-	(1,152,863)	372,938
Other current liabilities	4,572	17,418	38,828	-	-	-	-	-	-	(1,479,887)	-
<b>Total current liabilities</b>	<b>416,487</b>	<b>864,498</b>	<b>1,870,633</b>	<b>25,152</b>	<b>167,772</b>	<b>168,478</b>	<b>2,888</b>	<b>18,274</b>	<b>-</b>	<b>(2,705,134)</b>	<b>817,805</b>
Long-term debt, net of current portion and unamortized deferred costs	1,891,752	3,857,871	11,849,280	-	10,578	-	-	-	-	(1,724,788)	15,810,670
<b>Total liabilities</b>	<b>2,198,239</b>	<b>4,872,288</b>	<b>13,817,693</b>	<b>25,152</b>	<b>168,249</b>	<b>168,478</b>	<b>2,888</b>	<b>18,274</b>	<b>-</b>	<b>(1,438,832)</b>	<b>18,827,675</b>
<b>Net assets</b>											
Net assets without donor restrictions - controlling interest	8,844,114	784,143	7,483,039	157,266	3,308,674	(190,763)	87,163	33,088	-	(1,220,386)	18,284,224
Net assets without donor restrictions - noncontrolling interest	-	2,802,333	-	-	-	-	-	-	-	-	2,802,333
<b>Total net assets without donor restriction</b>	<b>8,844,114</b>	<b>3,388,478</b>	<b>7,483,039</b>	<b>157,266</b>	<b>3,308,674</b>	<b>(190,763)</b>	<b>87,163</b>	<b>33,088</b>	<b>-</b>	<b>(1,220,386)</b>	<b>21,086,557</b>
Net assets with donor restrictions	-	-	-	-	-	-	-	-	478,897	-	478,897
<b>Total net assets</b>	<b>8,844,114</b>	<b>3,388,478</b>	<b>7,483,039</b>	<b>157,266</b>	<b>3,308,674</b>	<b>(190,763)</b>	<b>87,163</b>	<b>33,088</b>	<b>478,897</b>	<b>(1,220,386)</b>	<b>22,365,134</b>
<b>Total liabilities and net assets</b>	<b>\$ 10,832,343</b>	<b>\$ 8,818,842</b>	<b>\$ 21,290,134</b>	<b>\$ 182,418</b>	<b>\$ 3,474,822</b>	<b>\$ 17,723</b>	<b>\$ 89,821</b>	<b>\$ 49,285</b>	<b>\$ 478,897</b>	<b>\$ (5,851,331)</b>	<b>\$ 38,893,628</b>

**FTIRHOH, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Activities**  
 Year Ended December 31, 2010

	Families In Transition - Operations	United Partnerships	Housing Benefits	Family Outlets	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condensium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
<b>Revenue and support</b>												
Federal, state and other grant support	\$ 3,534,888	\$ -	\$ 327,427	\$ -	\$ 687,713	\$ 149,178	\$ 4,000	\$ -	\$ (617,844)	\$ 4,286,362	\$ 344,151	\$ 4,630,513
Rental income, net of vacancies	277,624	816,439	1,285,731	-	34,833	11,481	-	-	(167,898)	2,358,730	-	2,358,730
Thrift store sales	-	-	-	873,355	-	-	-	-	-	873,355	-	873,355
Public support	1,093,732	-	18,887	-	671,788	-	6,744	-	-	2,040,951	-	2,040,951
Tax credit revenue	288,238	-	-	-	-	-	-	-	-	288,238	-	288,238
Special events	238,073	-	-	-	280,184	-	-	-	-	518,257	-	518,257
Property management fees	818,048	-	-	-	-	-	-	-	(818,048)	-	-	-
Developer fees	101,645	-	-	-	-	-	-	-	-	101,645	-	101,645
VISTA program revenue	75,368	-	-	-	-	-	-	-	-	75,368	-	75,368
Unrealized gain on investments	-	-	-	-	252,431	-	-	-	-	252,431	-	252,431
Gain (loss) on disposal of assets	212,648	(1,871)	-	(743)	-	158	-	-	-	210,190	-	210,190
Interest income	99,194	4,738	11,282	-	-	-	-	2	(93,890)	19,326	-	19,326
Interest discounts	93,678	-	4,693	-	7,210	-	-	-	-	105,581	-	105,581
Investment income	-	-	-	-	21,808	-	-	-	-	21,808	-	21,808
Forgiveness of debt	-	-	131,287	-	-	-	-	-	-	131,287	-	131,287
Medical reimbursements	674,881	-	-	-	-	-	-	-	-	674,881	-	674,881
Other income	184,992	25,488	119,803	15,843	29,891	33,248	2,827	888	(168,174)	228,646	-	228,646
Net assets released from restrictions for operations	732,138	-	-	-	-	-	-	-	-	732,138	(732,138)	-
<b>Total revenue and support</b>	<b>8,255,120</b>	<b>843,734</b>	<b>1,878,294</b>	<b>891,552</b>	<b>2,278,589</b>	<b>194,697</b>	<b>13,671</b>	<b>182,610</b>	<b>(1,834,824)</b>	<b>12,627,299</b>	<b>(498,145)</b>	<b>12,129,154</b>
<b>Expenses</b>												
Program activities	6,922,071	1,230,078	2,802,397	432,890	1,448,523	270,842	11,242	89,842	(9,593,716)	9,842,401	-	9,842,401
Fundraising	587,545	-	238,886	-	233,888	-	-	-	-	1,000,388	-	1,000,388
Management and general	825,613	-	109,451	-	190,388	-	-	-	(64,338)	1,078,712	-	1,078,712
<b>Total expenses</b>	<b>7,480,629</b>	<b>1,230,078</b>	<b>2,333,833</b>	<b>432,890</b>	<b>1,831,097</b>	<b>270,842</b>	<b>11,242</b>	<b>89,842</b>	<b>(1,658,054)</b>	<b>12,621,901</b>	<b>-</b>	<b>12,621,901</b>
<b>Excess (deficiency) of revenue and support over expenses</b>	<b>884,997</b>	<b>(386,374)</b>	<b>(455,539)</b>	<b>458,662</b>	<b>447,492</b>	<b>(76,145)</b>	<b>2,429</b>	<b>12,768</b>	<b>-</b>	<b>605,398</b>	<b>(498,145)</b>	<b>107,253</b>
Net assets released for capital projects	284,238	-	-	-	35,616	-	-	-	-	299,854	(299,854)	-
Partnership distributions	-	(7,317)	-	-	-	-	-	-	-	(7,317)	-	(7,317)
Equity transferred resulting from dissolution of United Partnership	-	(558,820)	828,226	-	-	-	-	-	-	269,406	-	269,406
<b>Change in net assets</b>	<b>\$ 1,149,235</b>	<b>\$ (752,347)</b>	<b>\$ 126,007</b>	<b>\$ 158,903</b>	<b>\$ 465,148</b>	<b>\$ (76,875)</b>	<b>\$ 2,429</b>	<b>\$ 12,878</b>	<b>\$ -</b>	<b>\$ 825,323</b>	<b>\$ (797,053)</b>	<b>\$ 28,270</b>

**RYANCO, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Functional Expenses**  
 Year Ended December 31, 2019

	Program Activities											Total	
	Fairfax In Transition - Operations	Limited Partnerships	Housing Benefits	Fairfax Outlets	New Homes for New Homeowners	Member Emergency Services	New Hampshire Coalition for End Homelessness	Wilson Street Condominium Association	Program Activities Total	Contributions	Management and General		Eliminations
<b>Salaries and benefits:</b>													
Salaries and wages	\$ 2,427,122	\$ -	\$ 888,448	\$ 248,403	\$ 788,028	\$ 149,585	\$ -	\$ -	\$ 4,280,983	\$ 400,818	\$ 603,736	\$ -	\$ 5,295,138
Employee benefits	267,221	-	88,287	17,728	83,312	10,880	-	-	442,303	41,883	82,042	-	648,228
Payroll taxes	178,538	-	42,309	18,832	81,740	11,180	-	-	319,632	30,830	44,292	-	383,858
<b>Total salaries and benefits</b>	<b>2,873,881</b>	<b>-</b>	<b>1,019,044</b>	<b>284,963</b>	<b>953,080</b>	<b>171,645</b>	<b>-</b>	<b>-</b>	<b>5,042,918</b>	<b>472,531</b>	<b>710,070</b>	<b>-</b>	<b>6,225,529</b>
Advertising	18,308	-	-	25,878	2,806	-	800	-	80,391	2,441	3,862	-	88,494
Application and permit fees	-	-	-	-	522	-	-	-	82	82	4,341	-	4,815
Bad debts	3,245	3,323	8,834	-	-	-	-	-	13,402	-	-	-	13,402
Bank charges	8,842	898	-	7,465	-	128	238	77	19,448	872	8,944	-	21,874
Condominium association fees	-	-	70,358	-	-	-	-	-	70,358	-	-	(38,488)	48,374
Consultants	12,312	-	2,289	2,714	20,142	2,392	-	-	39,829	4,188	8,377	-	54,374
Depreciation	152,477	368,831	444,128	10,304	37,775	284	1,018	168	1,034,782	131,224	73,404	-	1,239,520
Events	-	-	-	368	-	-	480	1,388	2,174	148,541	-	-	147,758
Food	-	-	22,883	-	101,187	-	-	-	124,080	-	-	-	124,080
General insurance	27,104	41,832	41,948	2,331	18,818	8,823	742	11,648	148,885	18,214	11,248	-	175,444
Interest expense	48,818	187,443	158,725	880	747	-	-	-	318,385	1,816	538	(85,890)	221,858
Management fees	83,132	211,978	538,385	-	-	-	-	-	867,478	-	-	(830,768)	6,724
Meals and entertainment	3,488	-	-	-	-	-	-	-	3,488	488	783	-	4,747
Membership dues	8,881	-	280	-	287	-	608	-	8,728	787	-	-	9,515
Merger expenses	110,814	-	-	-	-	-	-	-	110,814	-	36,872	-	147,686
Office supplies	144,388	1,888	8,828	8,885	23,748	89	231	64	184,898	21,884	32,088	-	238,988
Participant expenses	78,918	2,839	2,834	8	4,874	43,148	4,000	-	139,802	-	-	-	139,802
Postage	7,804	-	144	-	8	4,874	11	24	12,888	1,483	2,182	-	16,388
Printing	22,808	-	-	882	12,718	-	72	82	36,741	4,211	8,308	-	47,381
Professional fees	88,838	42,178	18,828	4,080	4,858	778	888	4,038	182,731	12,014	37,898	-	212,648
Related entity expenses	1,388,888	-	(832,737)	(18,347)	-	-	-	-	537,804	-	-	(514,311)	-
Rent	-	-	-	34,274	-	-	-	-	34,274	-	84,338	(88,812)	-
Rental subsidies	308,388	-	-	-	28,248	-	-	-	332,838	-	-	-	332,838
Repairs and maintenance	48,888	142,438	237,878	28,813	113,883	18,888	-	33,884	823,418	73,882	43,911	-	975,981
Staff development	31,270	-	-	288	2,893	78	-	-	34,888	4,278	8,838	(20,088)	21,888
Taxes	48,833	118,488	187,831	1,788	-	-	78	-	367,212	-	-	-	367,212
Technology support	142,830	2,841	3,837	838	17,282	2,850	1,337	-	178,232	20,752	30,814	-	229,798
Telephone	81,884	718	31,828	2,818	12,168	3,882	-	1,884	113,734	8,421	13,881	-	137,138
Travel	35,318	-	-	2,328	1,737	-	88	-	39,478	-	7,288	-	46,764
Utilities	32,814	182,808	228,880	22,308	88,878	18,847	-	18,228	588,388	80,222	28,881	-	697,538
VISTA program	288,331	2,888	-	-	-	-	-	-	288,331	-	-	-	288,331
Workers' compensation	78,238	-	17,884	14,830	28,738	8,813	-	-	138,152	12,281	17,882	-	168,315
<b>Total expenses</b>	<b>\$ 8,852,871</b>	<b>\$ 1,238,878</b>	<b>\$ 2,882,397</b>	<b>\$ 472,880</b>	<b>\$ 1,448,823</b>	<b>\$ 278,812</b>	<b>\$ 11,242</b>	<b>\$ 88,883</b>	<b>\$ 11,338,117</b>	<b>\$ 1,888,388</b>	<b>\$ 1,143,888</b>	<b>\$ (1,838,854)</b>	<b>\$ 12,821,881</b>

**Families in Transition/New Horizons New Hampshire  
Board of Directors**

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**Board of Directors**

**Scott W. Ellison, Chair**  
*COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner*  
Board member since 2018

**Roy Tilsley, Vice Chair**  
*Bernstein Shur, Shareholder*  
Board member since 2018

**Robert Bartley, Treasurer**  
*President, CPA, CFP, Bartley Financial Advisor*  
Board member since 2018

**Frank Saglio, Asst. Treasurer**  
*Howe, Riley & Howe, PLLC.*  
Board member since 2018

**Kristi Scarpone, Secretary**  
*First, Corporate and Foundation Relations*  
Board member since 2018

**Dick Anagnost, At Large**  
*President, Anagnost Companies*  
Board member since 2018

**Heather Whitfield, At Large**  
*Vice President, Commercial Lending, People's United Bank*  
Board member since 2018

**David Cassidy, Past Co-Chair**  
*Senior Vice President, Eastern Bank*  
Board member since 2018

**Charla Bizlos Stevens, Past Co-Chair**  
*Director, Litigation Department and Chair of Employment Law Practice Group*  
*McLane Middleton, Professional Association Esquire*  
Board member since 2018

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*Sr. Director Employee Relations Greater Boston Area, Comcast*  
Board member since 2018

**Alison Hutcheson**  
*Merchants Fleet Management, Associate Director of Sales Administration*  
Board member since 2018

**AnnMarie French**

*Executive Director, NH Fiscal Policy Institute*  
Board member since 2018

**Brian Hansen**

*Team Engineering, Project Manager*  
Board member since 2018

**Brian Mikol**

*Spectrum Marketing, Co-Owner*  
Board member since 2018

**Jack Olson**

*Retired*  
Board member since 2018

**Kitten Stearns**

*Realtor, Coldwell Banker Residential Brokerage*  
Board member since 2018

**Mary Ann Aldrich**

*Dartmouth Hitchcock, Sr. Advisor Community & Relations*  
Board member since 2018

**Peter Telge**

*Owner, Stark Brewing Company*  
Board member since 2018

**Roy Ballentine**

*Executive Chairman, Ballentine Partners, LLC*  
Board member since 2019

**Sarah Jacobs**

*Manchester School District Coordinator*  
Board member since 2018

**Sean Leighton**

*Captain – Investigative Division Commander, City of Manchester Police Department*  
Board member since 2019

**Wayne McCormick, CFP**

*Steward Partners Managing Director Wealth Manager*  
Board member since 2018

**Rev. Gayle Murphy**

*Minister At Large*  
Board member since 2020

**Michael McCormick**

*Anthem- Chief of Staff & Sales Effectiveness Director,  
Commercial Business Division, Manchester NH*  
Board member since 2020

# Maria Devlin

## Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundraising, change management, organizational leadership, budget management and improving team engagement.

## Skills/Expertise

Experienced with Organizational Budgeting including Revenue & Expense Accountability	Organizational Agility & Complexity Management	Teamwork and Team Building Skills
External Relationships & Partnerships Customer Service Oriented	Face of the organization Mission Focused	Goal Oriented, Leads by Example, Visionary and Focused

## Program/Project Management Experience

### President & CEO

Families in Transition – New Horizons, Manchester NH

06/2020 - present

The President serves as Chief Executive Officer of Families In Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders,
- Responsible for overseeing the administration of programs to include financial performance and viability, organization mission and strategy, organizational operations, resource development and community impact.

### Chief Executive Officer

American Red Cross of NH & VT, Concord, NH

03/2008-05/2020

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a \$5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations – for the past 4 years have met or exceeded key performance indicators and revenue target of \$1.2 – 2.5 million annually
- Lead dual-state (NH/VT) operations with a team of 24 FTEs plus 1100 volunteers at multiple locations – In August 2019, began merger with Red Cross of Maine to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as - installing over 12,000 free smoke alarms in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained – 93% of our volunteer workforce is engaged in providing at least one hour of volunteer time to mission within the last fiscal year

### Interim Executive Director

#### Director of Public Affairs

Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, educates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

## Maria Devlin

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- **Organized the Children's Advocacy Network** – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, created & released the **2007 Kids Count data book for New Hampshire** an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

### Director of Annual Giving

Southern New Hampshire University, Manchester, NH

10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundraising events.

- Successful **\$50,000** asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP. Development with average gifts over **\$15,000**
- Managed stewardship for all scholarship donors with average gift of over **\$1,000**

### Director of Development & Program Services

Make-A-Wish Foundation of New Hampshire, Manchester, NH

05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base from **100 to over 500** volunteers throughout the state
- Managed & grew special events fundraising from **15 events annually to over 160 events** grossing over **\$1 million** annually
- Managed communications and public relations – created newsletters, managed website, pitched wish stories to media – increasing the number of families reached to grant over **250 wishes** each year.

### Education

Southern New Hampshire University, Manchester, NH  
Master of Science, Organizational Leadership

Springfield College, Manchester, NH (satellite)  
Master of Science in Human Services, Community Psychology

University of Maine, Orono, ME  
Bachelor of Science, Child Development & Family Relations

### Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Aid/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

### Honors & Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
  - 2014 Excellence in Non-Profit Award Recipient from NH Business Review
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## Maria Devlin

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- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition in Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

### Community

- Women's Resource Group founding member, American Red Cross 3/19-present
  - Governor's Council on Diversity and Inclusion, 3/19-present
  - Waypoint NH (formerly known as Child & Family Services of NH) Trustee, 1/2015-present
  - Volunteer New Hampshire, Board Member 2014-2016
  - NH Volunteer Organizations Active In Disaster (NH VOAD), Board Member 2014-2016
-

# Kristen McGuigan, LICSW

## Education

BOSTON UNIVERSITY, TYNGSDORF, MA

SEPTEMBER 2006-MAY 2009

*Masters of Social Work*

RIVIER COLLEGE, NASHUA, NH

SEPTEMBER 2004-MAY 2006

*Bachelor of Arts in Human Development*

- Minor in Social Work

NEW HAMPSHIRE TECHNICAL INSTITUTE, CONCORD, NH

SEPTEMBER 2002- MAY 2004

*Associates Degree in Early Childhood Education*

## Licenses

*Licensed Independent Clinical Social Worker* in Massachusetts and New Hampshire

## Experience

FAMILIES IN TRANSITION, MANCHESTER, NH

OCTOBER 2016-PRESENT

*Child and Family Program Manager*

- Provide individual therapy to children/adolescence and in-home family counselling
- Supporting families whom struggle with substance use, trauma and homelessness
- Facilitate therapeutic play groups and parenting groups

Program Manager/ Child and Family Therapist

OCTOBER 2009- OCTOBER 2012

- Provide trauma-informed therapeutic services to homeless children and families
- Manage the trauma-informed therapeutic preschool and afterschool program
- Provide supervision to clinical staff and early educators whose responsibility levels vary
- Complete psychosocial assessments, develop treatment plans, and DECA/BERS assessment tools
- Provide individual therapy, family therapy, parenting workshops, staff trainings, group therapy and crisis intervention

PSYCHOTHERAPY ASSOCIATES OF NORTH READING, NORTH READING, MA

JULY 2013- PRESENT

*Licensed Independent Clinical Social Worker*

- Provide individual and family counseling to children, adolescences, and adults
- Provide service to adolescences during the transition into college and adulthood
- Offer art and play therapy services to children ages 3-15 years old
- Conduct psychotherapy assessments and formulate treatment plans

ELLIS MEMORIAL, BOSTON, MA

OCTOBER 2012- MAY 2014

*Clinical Supervisor*

- Oversee clinical services for children being offered in the agency, including supervision to clinical staff and interns
- Provide therapeutic services to children and families enrolled in Ellis's educational programming
- Enroll and oversee services for children that have open cases with the Department of Children and Families
- Offer in-house trainings and on-going support to early childhood providers
- Create and implement behavior management strategies to ensure success for children within the programs

MOORE CENTER SERVICES INC., MANCHESTER, NH

NOVEMBER 2008- OCTOBER 2009

*Case Manager, Children Services*

- Assist families with children diagnosed with developmental disabilities and participate in crisis intervention planning
- Oversee and manage child budget to provide services through the In Home Support program
- Attend children's individual education plan (IEP) meetings and collaborate with school systems on behalf of children's education

BASTER SEALS RESIDENTIAL FACILITY CO-OCCURRING UNIT, MANCHESTER, NH

SEPTEMBER 2008- MAY 2009

*Master Level Clinical Intern*

- Participate in individual and group therapy with adolescents with substance abuse diagnoses
- Develop curriculum for group therapy
- Involvement with drug court and the New Hampshire court system
- Participated in training for Therapeutic Crisis Intervention

HIGH PLAIN ELEMENTARY, ANDOVER, MA

SEPTEMBER 2007 - MAY 2008

*Master Level Clinical Intern*

- Led individual, group, and family therapy sessions employing a variety of techniques
- Provided emotional and behavioral support to clients with autism, ADHD, OCD, PDD-NOS, GAS and depression
- Served as liaison between staff and families on mental health issues and child development

## Trainings

- Certified trainer in Suicide Prevention through NAMI (National Association of Mental Illness) 2010
- Certified trainer of Dr. Brazelton Touchpoints child development model (Harvard University) 2011
- Certified Disaster Case Manager Supervisor (Catholic Charities) March 2014
- Faculty member participating on a team with mental health professionals, to help implement the Trauma-Informed Early Education and Care Systems Breakthrough Collaborative. Created and implemented trauma-informed curriculum training to early childhood educators. (BOSTON PUBLIC HEALTH COMMISSION, BOSTON MA) AUGUST 2013-SEPTEMBER 2014

## **Genevieve P. Martin**

### **Related Work Experience**

**PACE Career Academy, Pembroke, NH**

*Student Support Manager*

March 2020- Current

- Facilitate group supervision and support team meeting weekly and supervise Bachelor level social worker
- Developed and facilitated social emotional learning curriculum for skill group
- Oversaw and managed the student body collateral contacts and attended team meetings

**Massachusetts Mentor- The Mentor Network, Lawrence, MA**

*Program Recruiter*

December 2017- May 2019

- Qualify candidates to be therapeutic foster parents
- Complete home evaluations and personnel checks
- Provide initial pro-service skill development to foster parents
- Host field marketing and information events

**Family Centered Specialist**

May 2016- December 2017

- Provide skill building and family centered, strength-based interventions to achieve long term family preservation
- Assure documentation and records are complete, confidential, submitted accurately and timely.
- Make referrals to services and provide aftercare planning for family.

**McLean Hospital, Belmont, MA**

*Community Residence Counselor- Dialectical Behavior Therapy Unit*

February 2015- April 2016

- Milieu support and management to females ages 13-20 years old with emerging traits of Borderline Personality Disorder
- Lead evening groups such as; building mastery, contribution, and game night
- Teach the four main components of DBT

**Orange Regional Medical Center, Middletown, NY**

*Psychiatric Technician- Behavioral Health Unit*

January 2014- January 2015

- Perform patient care tasks under the direction of a Registered Professional Nurse
- Facilitated groups/meetings for patients
- Be a support system for the patients

### **Related Internship Experience**

**Manchester VA Medical Center, Manchester, NH**

*Suicide Prevention Coordinator- Internship*

September 2019- May 2020

- Provide outreach support to Veterans who contacted the Crisis Hotline
- Evaluate program progress and outcomes and utilizes data to continuously modify improve the program and processes and prepares and maintains administrative records
- Monitor the clinical care and assesses the compliance with Suicide Prevention programming requirements

**University of New Hampshire, Social Work Department, Durham, NH**

*Graduate Research Assistant*

September 2019- May 2020

- Examine a case of Hydro fracking and natural gas tapping in NH regarding environmental justice
- Interview community activist leaders on environmental change.
- Study the school to prison pipeline and the impact of race on discipline rates.

**Timberlane Middle School, Plaistow, NH**

*Student Assistance Counselor- Internship*

September 2018- May 2019

- Meet with students individually and in small groups
- Assist in coordinating school wide activities and district initiatives
- Attend and participate in substance misuse prevention coalition meetings

### **Certifications**

- Youth Mental Health First Aid Certified
- CPR & First Aid Certified
- Girls-On-The Run, NH Coach
- Preventing & Managing Crisis Situations
- Family Centered Treatment Certified

### **Memberships**

- National Association of Social Workers, NH Chapter
- UNH Phi Alpha Social Work Honor Society

### **Education**

University Of New Hampshire  
Master of Social Work

State University of New York at Geneseo  
Bachelor of Arts in Psychology; Minor: Sociology

FIT/NHNH

Key Personnel for Dover Permanent Housing

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President	180,000	0%	-
Kristin McGuigan	VP of Clinical Services	85,000	4%	3,400
Genevieve Martin	Program Manager	52,000	15%	7,800



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

9 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF ECONOMIC & HOUSING STABILITY**

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 17, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into sole source agreements with the vendors listed below to provide Permanent Housing programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed \$281,462, effective per the dates indicated in the table below, upon Governor and Executive Council approval, through the completion dates indicated below. 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	Effective Date	Completion Date	SFY 2020	SFY 2021	Total Amount
FIT/NH NH, Inc.	Permanent Housing VI	157730-B001	Manchester	9/1/19	8/31/20	\$59,478	\$11,896	\$71,374
FIT/NH NH, Inc.	Concord Community Permanent Housing	157730-B001	Merrimack County	10/01/19	9/30/20	\$78,995	\$26,332	\$105,327
FIT/NH NH, Inc.	Dover Permanent Housing	157730-B001	Strafford County	11/1/19	10/31/20	\$69,841	\$34,920	\$104,761
					<b>Total</b>	<b>\$208,314</b>	<b>\$73,148</b>	<b>\$281,462</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years (SFY) 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING- SHELTER PROGRAM**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$208,314
2021	102-500731	Contracts for Program Services	TBD	\$73,148
			<b>Total</b>	<b>\$281,462</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

### EXPLANATION

These requests are **sole source** because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

The purpose of these requests is for the provision of Permanent Housing programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services.

Collectively, these vendors have a target to provide permanent housing and supportive services to a minimum of thirty-eight (38) participants from September 1, 2019 through October 31, 2020.

The attached agreements represent three (3) of thirty (30) total annual agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state, to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize the participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing instability and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- A strategic planning process for addressing homelessness in the community.
- A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, and/or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

As referenced in Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

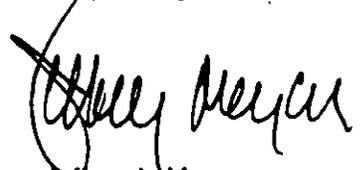
Should the Governor and Executive Council not authorize these requests, Permanent Housing and Supportive Services for individuals and families, who are experiencing housing instability and/or homelessness, may not be available in their communities, and there may be an increase in demand for services placed upon the communities' local welfare authorities and other human-services providers. It may also cause individuals and/or families to not have access to housing, and therefore, experience homelessness.

Area served: City of Manchester and Merrimack and Stafford Counties; a minimum of thirty-eight (38) individuals will be served collectively.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267.

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

Subject: Continuum of Care, FIT/NH, Inc., Dover Permanent Housing, SS-2020-BHS-04-Perma-11

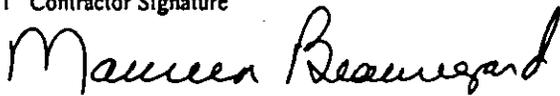
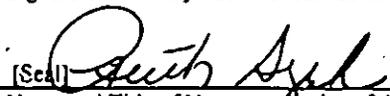
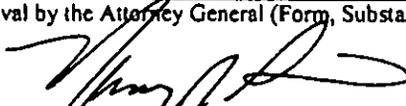
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> FIT/NH, Inc.		<b>1.4 Contractor Address</b> 122 Market Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 641-9441	<b>1.6 Account Number</b> 05-95-42-423010-7927 102-500731	<b>1.7 Completion Date</b> October 31, 2020	<b>1.8 Price Limitation</b> \$104,761
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Maureen Beauregard, President	
<b>1.13 Acknowledgement: State of New Hampshire County of Hillsborough</b>  On July 16, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Ruth Syrek, Admin. Asst., Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Christine Santaniello, Director, DEHS	
<b>1.16 Approval by the N/H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: 7/24/2019			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b>  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit A**

**SCOPE OF SERVICES**

**Permanent Housing Program**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date; submitted to:  
  
NH DHHS  
Bureau of Housing Supports  
105 Pleasant Street  
Concord, NH 03301
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.300.
- 1.4. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.5. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.6. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.
- 1.7. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.8. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.9. The Contractor shall support the primary goal of this program which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit A**

**2. Scope of Services**

- 2.1. The Contractor shall implement and participate in the Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.
- 2.2. The Contractor shall provide a Permanent Housing Program that is targeted to serve eight (08) homeless individuals in Strafford County with tenant-based, rental assistance and supportive services, and which includes but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing; and
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. Continuum of Care Records: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. Records of Homeless Status. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24.CFR 576.500(b).
    - 2.3.1.2. Records of at Risk of Homelessness Status: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c).
    - 2.3.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit A**

- 2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.
- 2.3.1.4. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
- 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and
- 2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;
- 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
- 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor must keep records for each program participant that document:
- 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
- 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit A**

- 2.4. The Contractor shall maintain records that document compliance with:
- 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c).
  - 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b).
  - 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g);
  - 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b);
  - 2.6.3. Affirmatively Furthering Fair Housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c);
  - 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable;
  - 2.6.5. Other Records Specified by HUD. The Contractor must keep other records as specified by HUD; and
  - 2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
- 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential;
  - 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
  - 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.
- 2.8. Period of Record Retention. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit A**

**3. Program Reporting Requirements**

3.1. The Contractor shall submit the following reports:

3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Contract/Grant Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year Notice of Funding Availability (NOFA). The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and

3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

**4. Contract Administration**

4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

**5. Performance Measures**

5.1. The Contractor shall adhere to all terms and conditions as set forth in the applicable HUD Project Application #SF-424.

5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to the following:

5.1.1.1. <https://www.hudexchange.info/programs/coc/system-performance-measures/#guidance>;

5.1.1.2. 24 CFR Part 578; Continuum of Care Program; and

5.1.1.3. Public Law 102-550

5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. Exhibit A.

5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**1. Permanent Housing Program Funding**

- 1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.
- 1.2. This Agreement is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. Grant Number: NH0053L1T001808
  - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
  - 1.2.6. Program Title: Continuum of Care, Permanent Housing
  - 1.2.7. Total Amount Continuum of Care;
    - 1.2.7.1. November 1, 2019 – October 31, 2020, not to exceed \$104,761
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program
    - 1.2.8.1. Supportive Services: \$21,264
    - 1.2.8.2. Operating Cost: \$81,042
    - 1.2.8.3. Administrative Expenses: \$2,455
    - 1.2.8.4. Total program amount: \$104,761
    - 1.2.8.5. Vendor Match (25%) \$26,190
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the Contractor's current and/or future funding.

**2. Financial Reports**

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:
    - NH DHHS
    - Bureau of Housing Supports
    - 105 Pleasant Street
    - Concord, NH 03301



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 2.2. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.
- 2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after Contract/Grant completion date.

**3. Project Costs; Payment Schedule; Review by the State**

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.
- 3.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

**3.3. Match Funds:**

- 3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 3.3.2. Match requirements are to be documented with each payment request.
- 3.3.3. The Contractor must match all grant funds, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
  - 3.3.3.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73;
  - 3.3.3.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted;
  - 3.3.3.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived; and
  - 3.3.3.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

**3.4. Payment of Project Costs:**

- 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this Agreement, subject to the availability of sufficient funds.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.
- 3.4.4. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in Section 1.2. Exhibit B.
- 3.4.5. Schedule of Payments:
- 3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.5.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to:  
[housingsupportsinvoices@dhhs.nh.gov](mailto:housingsupportsinvoices@dhhs.nh.gov)
- 3.4.5.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.
- 3.5. Review of the State Disallowance of Costs:
- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items or expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 3.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

**4. Use of Grant Funds**

- 4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

**5. Expense Eligibility**

- 5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.

**5.2. Operating Expenses:**

5.2.1. Eligible operating expenses include:

- 5.2.1.1. Maintenance and repair of housing;
- 5.2.1.2. Property taxes and insurance (including property and car);
- 5.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost);
- 5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;
- 5.2.1.5. Utilities, including electricity, gas and water; and
- 5.2.1.6. Furniture and equipment.

5.2.2. Ineligible costs include:

- 5.2.2.1. Rental assistance and operating costs in the same project;
- 5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and
- 5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

**5.3. Supportive Services**

- 5.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.

5.3.2. Eligible costs shall include:

- 5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);
- 5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;
- 5.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs;



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 5.3.2.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible;
- 5.3.2.5. Education Services. The costs of improving knowledge and basic educational skills are eligible;
- 5.3.2.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost;
- 5.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible;
- 5.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;
- 5.3.2.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing;
- 5.3.2.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training;
- 5.3.2.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems;
- 5.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;
- 5.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible;
- 5.3.2.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible;
- 5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

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**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;
- 5.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1) - (16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17);
- 5.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs; and
- 5.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

**5.4. Rental Assistance**

- 5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 5.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 5.4.3.1. Short term, up to 3 months of rent;
  - 5.4.3.2. Medium term, for 3-24 months; or
  - 5.4.3.3. Long-term, for longer than 24 months.
- 5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 5.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 5.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 5.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 5.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.

- 5.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
- 5.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
- 5.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
- 5.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

**5.5. Administrative Costs:**

5.5.1. Eligible administrative costs include:

- 5.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities; and
- 5.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 5.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.
    - 5.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program, involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

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**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 5.5.1.2.1.1.1. Preparing program budgets and schedules, and amendments to those budgets and schedules;
- 5.5.1.2.1.1.2. Developing systems for assuring compliance with program requirements;
- 5.5.1.2.1.1.3. Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
- 5.5.1.2.1.1.4. Monitoring program activities for progress and compliance with program requirements;
- 5.5.1.2.1.1.5. Preparing reports and other documents related to the program for submission to HUD;
- 5.5.1.2.1.1.6. Coordinating the solution of audit and monitoring findings;
- 5.5.1.2.1.1.7. Preparing reports and other documents directly related to the program submission to HUD;
- 5.5.1.2.1.1.8. Evaluating program results against stated objectives;
- 5.5.1.2.1.1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.
- 5.5.1.2.1.1.10. Travel costs incurred for official business in carrying out the program;
- 5.5.1.2.1.1.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;
- 5.5.1.2.1.1.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space;
- 5.5.1.2.1.1.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and
- 5.5.1.2.1.1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.

**5.6. Leasing:**

When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the Contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

**5.6.1. Requirements:**



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

- 5.6.1.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 5.6.1.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.
- 5.6.1.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 5.6.1.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8).
- 5.6.1.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 5.6.1.13. The Contractor cannot lease a building that it already owns to itself.
- 5.6.1.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

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- 5.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

**6. Contractor Financial Management System**

- 6.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 6.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

Exhibit 6-1 Budget

Facilities in Transition - Dover Permanent Housing  
CoC Funds

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 94,876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,876	\$ -	\$ -
Supportive Services	\$ 14,176	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,176	\$ -	\$ -
Administration	\$ 1,627	\$ -	\$ -	\$ 1,627	\$ -	\$ -	\$ -	\$ -	\$ -
75% Required Match	\$ 17,488	\$ -	\$ -	\$ 17,488	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL NHD FUND BALANCE</b>	<b>\$ 128,167</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,115</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,052</b>	<b>\$ -</b>	<b>\$ -</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 27,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,814	\$ -	\$ -
Supportive Services	\$ 7,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,688	\$ -	\$ -
Administration	\$ 918	\$ -	\$ -	\$ 918	\$ -	\$ -	\$ -	\$ -	\$ -
75% Required Match	\$ 9,726	\$ -	\$ -	\$ 9,726	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL NHD FUND BALANCE</b>	<b>\$ 46,146</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,558</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,588</b>	<b>\$ -</b>	<b>\$ -</b>

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 81,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,847	\$ -	\$ -
Supportive Services	\$ 21,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,264	\$ -	\$ -
Administration	\$ 2,484	\$ -	\$ -	\$ 2,484	\$ -	\$ -	\$ -	\$ -	\$ -
75% Required Match	\$ 26,160	\$ -	\$ -	\$ 26,160	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL NHD FUND BALANCE</b>	<b>\$ 131,755</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,644</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 103,111</b>	<b>\$ -</b>	<b>\$ -</b>

Total NHD Match \$ 184,781

Contractor Initials MAB  
Date July 16, 2019

New Hampshire Department of Health and Human Services  
Exhibit C



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**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials

Handwritten initials, possibly "MD", written in black ink.

Date July 16, 2019

**New Hampshire Department of Health and Human Services  
Exhibit C**



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

**New Hampshire Department of Health and Human Services  
Exhibit C**



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

New Hampshire Department of Health and Human Services  
Exhibit C



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- 19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*AB*

**New Hampshire Department of Health and Human Services  
Exhibit C**



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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
  - 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

New Hampshire Department of Health and Human Services  
Exhibit C-1



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*MAP*

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



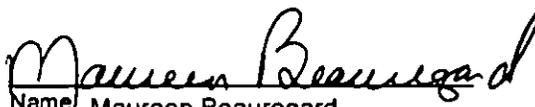
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: FIT/NHNNH, Inc.

July 16, 2019  
Date

  
Name/ Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Vendor Name: FIT/NHNS, Inc.

July 16, 2019  
Date

  
Name: Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: FIT/NHNN, Inc.

July 16, 2019  
Date

  
Name: Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

**New Hampshire Department of Health and Human Services  
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: FIT/NHNN, Inc.

July 16, 2019  
Date

  
Name: Maureen Beauregard  
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials



New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: FIT/NHNNH, Inc.

July 16, 2019  
Date

  
Name: Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Vendor Initials

*AB*

Date July 16, 2019

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Vendor Initials 

Date July 16, 2019

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Vendor Initials

*MB*

Date July 16, 2019

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Vendor Initials *MB*

Date July 16, 2019



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Vendor Initials 

Date July 16, 2019



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>Department of Health and Human Services</u>	<u>FIT/NHNH, Inc.</u>
<u>The State</u>	<u>Name of the Vendor</u>
<u><i>Christine Santaniello</i></u>	<u><i>Maureen Beauregard</i></u>
<u>Signature of Authorized Representative</u>	<u>Signature of Authorized Representative</u>
<u><i>Christine Santaniello</i></u>	<u>Maureen Beauregard</u>
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
<u><i>Director, D&amp;HS</i></u>	<u>President</u>
<u>Title of Authorized Representative</u>	<u>Title of Authorized Representative</u>
<u><i>7/18/19</i></u>	<u>July 16, 2019</u>
<u>Date</u>	<u>Date</u>

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

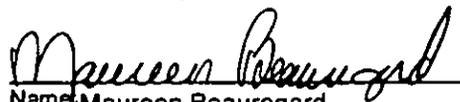
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: FIT/NHNNH, Inc.

July 16, 2019  
Date

  
Name: Maureen Beauregard  
Title: President

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

*MB*

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



**A. Definitions**

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

*NAB*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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**New Hampshire Department of Health and Human Services**  
**Exhibit K**  
**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shiblett  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 30, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with Cynthia Wolz, PsychNP, for reimbursement payments of educational loans through the State Loan Repayment Program by increasing the price limitation by \$2,500, from \$8,750 to \$11,250, and extending the completion date from September 30, 2020 to September 30, 2021, effective retroactively to September 30, 2020 upon Governor and Executive Council approval. 100% Other-NH Medical Malpractice Joint Underwriters Assn.

This agreement was originally approved by the Governor and Executive Council on October 31, 2018 (Item #26).

Funds are available in the following account for State Fiscal Years 2021 and 2022, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	073-500578	Grants – Non-Federal	90075000	\$3,606	\$0	\$3,606
2020	073-500578	Grants – Non-Federal	90075000	\$4,159	\$0	\$4,159
2021	073-500578	Grants – Non-Federal	90075000	\$985	\$0	\$985
2021	073-500578	Grants - Non-Federal	90074001	\$0	\$1,875	\$1,875
2022	073-500578	Grants - Non-Federal	90074001	\$0	\$625	\$625
			<b>Total</b>	<b>\$8,750</b>	<b>\$2,500</b>	<b>\$11,250</b>

### EXPLANATION

This item is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contract from expiring.

This purpose of this request is to extend the term of one State Loan Repayment Program agreement. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

The Contractor works at the Mental Health Center of Greater Manchester, which is in a federally designated medically underserved area. The presence of the Contractor in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within New Hampshire. Attached is the Contractor's copies of Certificate of Licensure, resume and employer's Insurance Certificates.

The State Loan Repayment Program provides funds to health care providers working in areas of the state designated as being medically underserved. These medically underserved areas identified as Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's Exceptional Medically Underserved Populations are indicators that a shortage of health care professionals exists, posing a barrier to access health care services for the residents of these areas. As one of several approaches to improve access to health care services, the State Loan Repayment Program has proven to be a successful short and long-term strategy to recruit and retain physicians, dentists, and other health care professionals into New Hampshire's underserved communities. In addition, the health care providers and practicing sites that participate in the State Loan Repayment Program agree to provide direct primary health care services, especially for uninsured residents, who are residing in our medically underserved areas of New Hampshire. A significant percentage of New Hampshire residents continue to face difficulty accessing primary care, mental, and oral health care services, due to workforce challenges.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

Should the Governor and Executive Council not authorize this request, it will have a critical impact on the ability of New Hampshire health care facilities to recruit and retain qualified primary care health professionals to work in the State's Health Professional Shortage Areas. It is well established that a sizable number of health care professionals carry a heavy debt-burden as they come out of training and are attracted to serving in those areas where a share of that burden can be removed. This program serves to attract and retain such providers into underserved areas by relieving some of their financial burden that would otherwise make service in such areas less attractive. This shortage of health care workers can impact health care in a variety of ways, including decreasing quality of care, decreasing access to care, increasing stress in the workplace, increasing medical errors, increasing workforce turnover, and increasing health care costs.

Area served: Hillsborough County.

Source of Funds: 100% Other-NH Medical Malpractice Joint Underwriters Assn.

Respectfully submitted,

A handwritten signature in black ink that reads "Lori Shibinette". The signature is written in a cursive, flowing style.

Lori A. Shibinette  
Commissioner



**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cynthia Wolz, PsychNP, (hereinafter referred to as "the Contractor"), an individual employed at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$11,250.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Modify Exhibit A, Scope of Services and replace with Exhibit A, Revisions to General Provisions, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B, Scope of Services, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C, Special Provisions – State Loan Repayment Program and replace with Exhibit C, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit C-1, Revisions to General Provisions.
9. Modify Exhibit D, Certification Regarding Drug-Free Workplace Requirements and replace with Exhibit D, Special Provisions – State Loan Repayment Program which is attached hereto and incorporated by reference herein.
10. Modify Exhibit E, Certification Regarding Lobbying and replace with Exhibit E, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections which is attached hereto and incorporated by reference herein.
11. Delete Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-

Cynthia Wolz

Amendment #1

Contractor Initials

SS-2019-DPHS-13-STUDE-15-A01

Page 1 of 4

Date 9/21/2020

<sup>DS</sup>



**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**

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- Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
12. Delete Exhibit H, Certification Regarding Environmental Tobacco Smoke.
  13. Delete Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement.
  14. Delete Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
  15. Eliminate Exhibit K, Certification Regarding Information Security Requirements.

DS  
CW



# New Hampshire Department of Health and Human Services State Loan Repayment Program Contract

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/23/2020

Date

DocuSigned by:

*Lisa M. Morris*

0838D8E86CA54A0

Name: LISA M. MORRIS

Title: Director, Division of Public Health svcs.

### CONTRACTOR NAME

9/21/2020

Date

DocuSigned by:

*Cynthia L Wolz*

04A7D24D98B04CF

Name: Cynthia L wolz

Title: APRN



**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/29/2020

Date

DocuSigned by:

D5CAB202E32C4AE  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: October 31, 2018 (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

New Hampshire Department of Health and Human Services



Exhibit A  
Part Time Services

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to one (1) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

New Hampshire Department of Health and Human Services



Exhibit B

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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Cynthia Wolz, PsychNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Exhibit B

Page 1 of 1

Contractor Initials   
Date 9/21/2020

New Hampshire Department of Health and Human Services

Exhibit C



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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Exhibit C

Page 1 of 1

Contractor Initials DS  
CW  
Date 9/21/2020



New Hampshire Department of Health and Human Services

Exhibit D

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

New Hampshire Department of Health and Human Services



Exhibit D

**2. Gratuities or Kickbacks**

2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



New Hampshire Department of Health and Human Services

Exhibit E

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit E

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services

Exhibit E

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

9/21/2020

Date

DocuSigned by:

Cynthia L Wolz

Name: Cynthia L Wolz

Title: APRN

Exhibit E

DS CW

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

## New Hampshire Department of Health and Human Services

## Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Exhibit F – Certification Regarding Debarment, Suspension  
And Other Responsibility Matters

Contractor Initials

DS  
CW

9/21/2020

Date



New Hampshire Department of Health and Human Services

Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/21/2020

Date

DocuSigned by: Cynthia L Wolz
Name: Cynthia L Wolz
Title: APRN

Contractor Initials CW Date 9/21/2020

## Cynthia L. Wolz, DNP, APRN

ANCC Family Nurse Practitioner #0212434  
ANCC Psych/Mental Health Clinical Nurse Specialist#2005001320  
DEA Licensed NH & MA Licensed

### Education:

- 2012-2015 University of Massachusetts-Boston  
Doctorate in Nursing Practice program  
Focus: staff development & interdisciplinary collaboration in Mental Health & Primary Care settings
- 2003-2004 Boston College School of Nursing; Chestnut Hill, MA  
Psych/Mental Health (Additional Specialty)
- 1998-1999 University of Rhode Island College of Graduate Nursing; Ph. D. program courses
- 1992-1994 Boston College School of Nursing; Chestnut Hill, MA  
Master of Science; Community Health/Family Nurse Practitioner Program
- 1992 Saint Anselm College; Goffstown, NH: Courses in Philosophy & Social Work/Interviewing
- 1988-1991 Franklin Pierce College; Concord, NH: BS Management: Cum Laude
- 1976-1979 Newport Hospital School of Nursing; Newport, RI  
Diploma of Nursing with Credit courses in sciences at Salve Regina College

### Professional Experience:

#### **Mental Health Center of Greater Manchester**

North End Counseling 9 Blodgett Street, Manchester NH  
02 January 2018- present: Full Time; APRN prescriber

#### **University Of Massachusetts Medical School- Graduate School of Nursing**

55 Lake Ave North, Worcester MA

October 2017- present: Assistant Professor (Part Time); Psych Mental Health Certificate Program

#### **U.S. Department Veterans Health Affairs:**

Edith Nourse Rogers Memorial VA Hospital 200 Springs Road, Bedford MA 01730

May 2016- Dec 2017: part-time (24hrs) Compensation & Pension Examiner

Full time June 2015- May 2016: Interim Hospice & Palliative Care Coordinator; Geriatric Service Line

➤ LEAN Yellow Belt project: Training Program for Hospice Volunteers

VA Worcester Community Based Outpatient Clinic; 605 Lincoln Street, Worcester MA 01605

April 2010-June 2015: Full-time APRN, prescriber

April 2010-Oct 2012 under VHA BHS/ Oct 2012-2015 under VHA CWM

➤ Co-chair Interprofessional Training Team, 3-year funded pilot program 2012-2015

#### **University of New Hampshire College Health & Human Sciences; Hewitt Hall 4 Library Way, Durham NH**

Aug 2016- May 2017: Clinical Assoc. Professor for pilot program Post-Master's Certificate in PMH.

Cynthia Wolz

Arbour Fuller Hospital; 200 May St, Attleboro Ma 02703

04 Feb 2008- March 2010:

Full Time; ARNP incorporating Family Nurse Practitioner and Psych/Mental Health CNS

Roger Williams Medical Center; Providence RI

09 July 2007- 01 Feb 2008: Pilot program: NP position on ACCESS team; full time position

Salmon Falls Behavioral Health 1 Old Dover Road, Rochester NH 03867 603.335.2444

10 Jan 2007- 29 June 2007 Full time/ Temp position

Lamprey Health Care 207 So. Main Street, Newmarket NH 03857 603.659.3106

12 Sept 2005- 29 Dec 2006

FT ARNP, incorporating Family Nurse Practitioner and Psych/Mental Health skill sets in feasibility project for onsite Psych/Mental Health services

Amesbury Psychology Associates 978.388.5700

18 May 2005- 1 October 2005 FT/temp position as Clinical Nurse Specialist

St. Joseph Health Services: Department of Psychiatric Services, 21 Peace Street, Providence RI 02907

12 July 2004- 06 May 2005

401.456.4232

FT Family Nurse Practitioner with Inpatient Psychiatric Dept. Practitioners with Psych service provided consult evaluations for other inpatient departments.

- Residency format under supervision of Assistant Medical Director and a staff psychiatrist

Landmark Medical Center. 115 Cass Ave. Woonsocket RI 02895 401.769.4100

Jan 2004 - 31 June 2004: Emergency Room & Fast Track (24 hrs. every weekend/ .60 FTE)

U.S. Dept. Veterans Affairs: VA Medical Center- Providence, RI 02908 401.273.7100

15 July 2001-23 Jan 2004

Full Time position as Nurse Practitioner with panel of 798 patients within Primary care.

- Psych/Mental Health liaison
- Regional (VISN 1) attendee/representative to national education program: Primary Care and Psych/Mental Health Mini-Residency Program, Charleston VAMC (SC).
- Co-chair for VAMC Nurse Practitioner Committee: drafted committee charter

Landmark Medical Center/ Fogarty Site, North Smithfield, RI 02895 401.769.4100

07 Aug 2000-29 June 2001: Urgent/Ambulatory Care Center/Occupational Health

.75 FTE position as Family Nurse Practitioner

- Co-leader of task force r/t professional development/educational
- Lay-off due to corporate reorganization (hired back Jan 2004)

Community Health Centers of RI: .75 FTE

Wood River Health Services; Hope Valley, RI Dec 1999-Jan 2001

- Family Nurse Practitioner

Bayside Family Health Service; North Kingston, RI May-June 2000

- Project Consultant: Completed grant application (partial data available) for Federally Qualified Health Center Look-Alike Designation (DDHS Bureau of Primary Health Care) to access subsidized Medicare/Medicaid funds.

Cynthia Wolz

Concord Family Medicine; Concord, NH/ Affiliate of Capitol Region Healthcare Corporation  
01 June 1998- August 31 1999: FT Family Nurse Practitioner  
01 Dec 1995-31 May 1998: .2 FTE  
August 1995- June 1998 Saint Anselm College Department of Nursing; Goffstown, NH  
Academic Appointment:  
FT Nursing Instructor Community Health: classroom and clinical educator; instrumental in  
revising community health curriculum to reflect family and aggregate focused care.  
Coordinate and supervise the clinical experiences; liaison to community sites  
June 1994-August 1995 Capitol Region Family Health Center/Dartmouth Residency Program;  
Concord, NH (an affiliate of Capitol Region Healthcare Corporation)  
FT position to develop the role of Family Nurse Practitioner within newly funded program  
(Formerly a Family Planning and WIC clinic); included weekly rural health site  
May 1992-June 1994 Elliot Hospital .60 FTE (24 hr/week)  
Sept 1988- July 1992 Concord Hospital; Concord, NH (now Capitol Region Healthcare Corporation)  
Day Surgery Center; Clinical Nurse II: staff education/preceptor;  
Established staff nurse position on Hospital Ethics Committee  
4/1988-8/1988 Saint Paul School Concord NH  
Interim Infirmary/Clinic Nurse: evening charge nurse for a private preparatory high school  
3/1986-03/1988 Catholic Medical Center; Short Stay Unit: FT Assistant Head Nurse  
12/1981-03/1986 Penacook Family Practice: Penacook, NH  
Full-time (only) RN; triage, scheduling, assessment, office procedures  
3/1981- 12/1981 Concord Hospital Concord, NH 0.60 FTE  
6/1979- 3/1981 Newport Hospital/RI & Saint Ann's Hospital; Fall River, MA  
.50 FTE staff RN/ evening charge

**Ancillary Positions Held concurrently:**

Spring Semester 2005 Middlesex Community College, Bedford MA: interim clinical instructor  
Spring 1999 University of Rhode Island—College of Nursing;  
• Visiting Clinical Instructor & Coordinator and supervision of student experiences in community  
settings: home care and vulnerable populations  
Fall 1998 Lecturer; New Hampshire Technical Institute—Department of Nursing  
1993-1994 Boston College School of Nursing: Teacher Assistant; Psych/Mental Health Dept.  
1992-1994 1-800-2 ELLIOT: telephone triage nurse; part-time Elliot Hospital; Manchester, NH

**Professional Membership:**

2004-present American Psychiatric Nurses Association- member  
1996-present Sigma Theta Tau Nursing Honor Society  
1992-present New Hampshire Nurse Practitioner Association  
President Elect: May 1998-May 1999  
Vice President: May 1996-May 1998  
Sept 93-May 95 District coordinator; Concord/Lakes Region  
1994-1995 Continuing Education/Planning Committee: NE Regional NP Conf.  
Committee Co-chair: 1996-1997  
1995-2000 American Public Health Association—member  
1993-1994 NH Public Health Association—member  
1993-1994 Recording secretary; Boston College Graduate Nurses Assoc.  
Boston College Continuing Ed. Committee; Graduate Nurse Representative

Cynthia Wolz

**Volunteerism:**

- 2012-2015 Fresh Air Summer Program or/ Community Support Host: host teen for two summer weeks
- 2010-2014 Certified Pet Therapy Team: with Lily (Sheltie); children and elderly activities
- 2010-2015 VA Worcester: veteran support activities; annual plant exchange/staff; bereavement quilt Coordinator/staff
- 2005-2007 Seacoast NH/Hampton Mobile Health Van: bimonthly Fall-Spring
- 1995-1998 Bishop Brady High School: health records reviewer (to meet NH immunization requirements)
- 1997-1998 Pet Therapy Team Leader: Kato & Cloe; nursing home w/teens in community service projects
- 1993-1994 Recording secretary; Boston College Graduate Nurses Assoc.  
Boston College Continuing Ed. Committee; Graduate Nurse Representative
- 1992-1999 NH NPA committees



# NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing  
Home

### Person Information

Name: CYNTHIA LOUISE WOLZ

### License Information

License No: 024067-23  
Profession: Nursing  
License Type: APRN-NP-Family Psychiatric Mental Health  
License Status: Active  
Issue Date: 9/15/2005  
Expiration Date: 5/30/2022

All ARNP license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

### Discipline Information

No Discipline Information

### Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.







Lori A. Shibnette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

MEMORANDUM OF AGREEMENT (ATTACHMENT 1)  
AMENDMENT #1  
State Loan Repayment Program

Between Cynthia Wolz, PsychNP, Contractor, Mental Health Center of Greater Manchester, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Cynthia Wolz, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester (MHCGM), 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working part-time at MHCGM – North End Counseling, 1555 Elm Street, Manchester, NH 03104 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract amendment agreement, the Contractor will be signing for a minimum continuous service obligation of twelve months in exchange for four payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$2,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$2,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2021. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

1. The Employer 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:
  - a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit D of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

7. The Contractor will be paid by the State in four payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$625 of providing services obligated under this contract.
  - b. Second payment of \$625 of providing services obligated under this contract.
  - c. Third payment of \$625 of providing services obligated under this contract
  - d. Fourth payment of \$625 of providing services obligated under this contract.
  
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
  
9. This Memorandum of Agreement Amendment #1 shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:  
*Lisa Descheneau* 9/23/2020  
AFF3D0E7B2DME2

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Lisa Descheneau, VP of Administration Date  
 Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

DocuSigned by:  
*Cynthia L Wolz* 9/21/2020  
04A7D24D90B04CF...

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Cynthia Wolz, PsychNP Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Alisa Druzba* 9/23/2020  
8CCE85F17A714E9...

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Alisa Druzba, Section Administrator Date  
 DHHS, Division of Public Health Services  
 Rural Health & Primary Care Section



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 ExL 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 02, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with twenty vendors in an amount not to exceed \$587,850, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective October 1, 2018 or date of Governor and Council approval, whichever is later, through September 30, 2020 for Emily Kelly, Cynthia Wolz, and Nicole Maher-Whiteside, and through September 30, 2021 for the other vendors. 100% General Funds.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 19	SFY 20	SFY 21	SFY 22	Total
Sylvia Bradd, LICSW	Mental Health Center of Greater Manchester Manchester, NH	Community Support Services Manchester, NH	36 mths	6,138	6,789	4,650	1,023	18,600
Emily Kelly, APRN	Littleton Regional Healthcare Littleton, NH	North Country Women's Health Littleton, NH	24 mths	2,340	2,940	720	NA	6,000
Melissa Stephens, LCMHC	Riverbend Community Mental Health Center Concord, NH	Riverbend Community Mental Health Center Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Amy Stultz, PsyD	Riverbend Community Mental Health Center Concord, NH	Riverbend Children's Intervention Program Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Sara Lorello, MFT	Seacoast Mental Health Center Portsmouth, NH	Seacoast Mental Health Center Portsmouth, NH	36 mths	12,540	13,870	9,500	2,090	38,000
Kathryn Laux, MLADC	Families in Transition Manchester, NH	Willows Substance Abuse Treatment Center Manchester, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Jennifer Pearson, APRN	LRGHealthcare Laconia, NH	Belknap Family Health Center Meredith, NH	36 mths	7,500	8,125	5,625	1,250	22,500

Lydia Huston, APRN	LRGHealthcare Laconia, NH	Lakes Region General Hospital Urgent Care Laconia, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Ashley Francis, APRN	Speare Memorial Hospital Plymouth, NH	Plymouth Pediatric and Adolescent Medicine Plymouth, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Lauren Blue, MD	Speare Memorial Hospital Plymouth, NH	Plymouth OB/GYN Plymouth, NH	36 mths	11,250	13,125	10,625	2,500	37,500
Erika Hood, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Jamison Costello, DO	Huggins Hospital Wolfeboro, NH	Wolfeboro Family Medicine Wolfeboro, NH	36 mths	17,496	19,584	14,586	3,334	55,000
Cynthia Wolz, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	24 mths	3,606	4,159	985	NA	8,750
Amanda Byrne, RDH	Dental Health Works of Cheshire County, Inc. Keene, NH	Dental Health Works of Cheshire County, Inc. Keene, NH	36 mths	9,900	10,950	7,500	1,650	30,000
Melissa Baker, LICSW	West Central Services, Inc. Lebanon, NH	West Central Behavioral Health Services Newport, NH/ Lebanon, NH	36 mths	14,355	15,878	10,874	2,392	43,500
Mallory Grande, RDH	Coos County Family Health Services Berlin, NH	Coos County Family Dental Berlin, NH	36 mths	4,059	4,491	3,074	676	12,300
Sarah Wolfberg, PsyD	Center for New Beginnings Littleton, NH	Center for New Beginnings Littleton, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Lauren Stacy, APRN	Monadnock Community Hospital Peterborough, NH	Jaffrey Family Medicine Jaffrey, NH	36 mths	5,511	6,094	4,176	919	16,700
Nicole Maher- Whiteside, PNP	Northern Human Services Conway, NH	Northern Human Services Conway, NH	24 mths	6,825	8,575	2,100	NA	17,500
Tara Davis- Thompson, LCMHC	Concord Hospital Family Health Center Concord, NH	Concord Hospital Family Health Center Concord, NH	36 mths	11,220	12,410	8,500	1,870	34,000
			Total:					587,850

Funds to support this request are available in SFY 2019, and are anticipated to be available in SFY 2019/2020/2021 upon the availability and continued appropriation of funds in future operating budgets.

**See attachment for financial details**

**EXPLANATION**

This requested action seeks the approval of a total of twenty agreements for a total of \$587,850 to be used to provide payments to State Loan Repayment Program medical and mental health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

The State Loan Repayment Program provides funds to health care providers working in areas of the state designated as being medically underserved. These medically underserved areas identified as Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's Exceptional Medically Underserved Populations are indicators that a shortage of health care professionals exists, posing a barrier to access health care services for the residents of these areas. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health services, the State Loan Repayment Program has proven to be a successful short and long-term strategy to recruit and retain physicians, dentists, and other health care professionals into New Hampshire's underserved communities. In addition, the health care provider and practicing site that are participating in the State Loan Repayment Program agree to provide direct primary health care services, behavioral health services, or substance abuse treatment especially for uninsured residents who are residing in our medically underserved areas of New Hampshire. A significant percentage of New Hampshire residents continue to face difficulty accessing primary care, mental, and oral health care services, due to workforce challenges.

The Contractor must be a U.S. citizen, not have any unserved obligations for service to another governmental or non-governmental agency, be New Hampshire Licensed, and ready to begin full-time or part-time clinical practice at the approved site once a contract has been signed. The Contractor must be willing to commit to a minimum service obligation of thirty-six months (full-time employee) or a minimum service obligation of twenty-four months (part-time employee) with the State of New Hampshire to work in a federally designated medically underserved area or a State sponsored Dental or Mental Health Program with the Department of Health and Human Services. A Contractor who has completed their initial service contract obligation with the State Loan Repayment Program may request a contract extension if funding is available.

The twenty Contractors will be working full-time or part-time and have committed to a minimum service obligation of 24 to 36 months. The full-time Contractors have the option to extend their Agreements for two additional years, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council. The part-time Contractors have the option to extend their Agreements for one additional year, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

Should Governor and Executive Council not authorize this Request, it may have a critical impact on the ability of New Hampshire health care facilities to recruit and retain qualified primary care health professionals to work in the State's Health Professional Shortage Areas. It is well-established that a sizable number of health care professionals carry a heavy debt-burden as they come out of training and are attracted to serving in those areas where a share of that burden can be taken away. This program serves to attract and retain such providers into underserved areas by relieving some of their financial burden that would otherwise make service in such areas less attractive. This shortage of health care workers can impact health care in a variety of ways, including decreasing quality of care, decreasing access to care, increasing stress in the workplace, increasing medical errors, increasing workforce turnover, decreasing retention rates and increasing health care costs.

To assure that the highest need areas receive priority, the Rural Health & Primary Care Section has implemented an in-house scoring process for all State Loan Repayment Program applications. State Loan Repayment Program applications receive weighted points based on the information required in the program guidelines and application. The criteria are based on: community needs; the specialty of the health professional (ability to meet the needs); the percent of the population served using sliding-fee schedules; bad debt/charity care as a percentage of revenue by the facility; the underserved area being served; the type of facility; indebtedness of the applicant; retention or recruitment needs of the facility; language other than English that is significant to the area; and the applicant's commitment to the community. These criteria may change, as workforce needs of the State change.

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor, that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. The presence of the Contractors in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within New Hampshire. Attached are the Contractors copies of Certificates of Licensure, resumes and employers' Insurance Certificates.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5 of 5

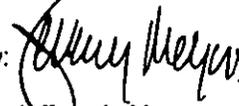
Areas served: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham,  
Strafford and Sullivan Counties

Source of Funds: 100% General.

Respectfully submitted,

  
Lisa Morris, MSSW  
Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.

100% General Funds

**Sylvia Bradd**

Vendor # 290637-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,138.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,789.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,650.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,023.00
		Sub Total		18,600.00

**Emily Kelly**

Vendor # 290365-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,340.00
SFY 2020	073-500578	Grants-Non Federal	90075000	2,940.00
SFY 2021	073-500578	Grants-Non Federal	90075000	720.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		6,000.00

**Melissa Stephens**

Vendor # 290309-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.

100% General Funds

Amy Stultz

Vendor # 290361-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

Sara Lorello

Vendor # 290638-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	12,540.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,870.00
SFY 2021	073-500578	Grants-Non Federal	90075000	9,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,090.00
		Sub Total		38,000.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% General Funds**

**Kathryn Laux**

**Vendor # 290406-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

**Jennifer Pearson**

**Vendor # 290364-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**Lydia Huston**

**Vendor # 290455-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% General Funds**

**Ashley Francis**

**Vendor # 290457-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**Lauren Blue**

**Vendor # 290456-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		37,500.00

**Erika Hood**

**Vendor # 290446-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% General Funds**

**Jamison Costello**

**Vendor # 290454-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	17,496.00
SFY 2020	073-500578	Grants-Non Federal	90075000	19,584.00
SFY 2021	073-500578	Grants-Non Federal	90075000	14,586.00
SFY 2022	073-500578	Grants-Non Federal	90075000	3,334.00
		Sub Total		55,000.00

**Cynthia Wolz**

**Vendor # 290363-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	3,606.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,159.00
SFY 2021	073-500578	Grants-Non Federal	90075000	985.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		8,750.00

**Amanda Byrne**

**Vendor # 290335-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	9,900.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,950.00
SFY 2021	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,650.00
		Sub Total		30,000.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% General Funds**

**Melissa Baker**

**Vendor # 290366-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	14,355.00
SFY 2020	073-500578	Grants-Non Federal	90075000	15,879.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,874.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,392.00
		Sub Total		43,500.00

**Mallory Grande**

**Vendor # 290313-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	4,059.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,491.00
SFY 2021	073-500578	Grants-Non Federal	90075000	3,074.00
SFY 2022	073-500578	Grants-Non Federal	90075000	676.00
		Sub Total		12,300.00

**Sarah Wolfberg**

**Vendor # 290640-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.

100% General Funds

Lauren Stacy

Vendor # 290362-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,511.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,094.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,176.00
SFY 2022	073-500578	Grants-Non Federal	90075000	919.00
		Sub Total		16,700.00

Nicole Maher-Whiteside

Vendor # 290310-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		17,500.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% General Funds**

**Tara Davis-Thompson**

**Vendor # 290311-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,220.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,410.00
SFY 2021	073-500578	Grants-Non Federal	90075000	8,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,870.00
		Sub Total		34,000.00
		<b>TOTAL</b>		<b>687,850.00</b>

Subject: Student Loan Repayment Program (SS-2019-DPHS-13-STUDE-15)

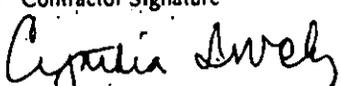
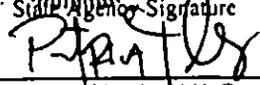
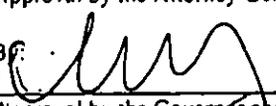
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cynthia Wolz, PsychNP		1.4 Contractor Address 401 Cypress Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-978-1401	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$8,750
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DNP, APRN	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>September 10, 18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven <del>himself</del> 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 			
1.13.2 Name and Title of Notary or Justice of the Peace  <b>HAND, NOTARY</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>10/2/18</u> For USA <u>Morganis</u> , Director <u>DPHS</u> <u>DPHS</u>	
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) (if applicable) By:  On: <u>Morganis</u> <u>10/10/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Cynthia Wolz, Psychiatric ARNP (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



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## Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement - State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Extension:**

This agreement has the option for a potential extension of up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials aw

Date 2/7/18



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/17/18  
Date

Cynthia L. W. O'Neil  
Name: Dir. Gen.  
Title:

Contractor Initials: OW  
Date: 9/17/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials ew

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 9/7/16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

9/07/18  
Date

Cynthia D'Amico  
Name: DNP APRN  
Title:

Exhibit G

Contractor Initials CD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

9/07/18  
Date

Cynthia Lundy  
Name: DNP APRN  
Title:



Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.



Exhibit J

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Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials aw

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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Exhibit K-Certification regarding Information Security Requirements does not apply to this contract.



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
FAX: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT  
State Loan Repayment Program

Between Cynthia Wolz, Psychiatric Nurse Practitioner (PsychNP), Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Cynthia Woltz, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working part-time at MHCGM – North End Counseling, 1555 Elm Street, Manchester, NH 03104 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$8,750 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$8,750. The agreement is to be effective October 1, 2018, or date of Governor and Executive Council approval, whichever is later through September 30, 2020. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

1. The Employer 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:
  - a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A, ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$1,202 of providing services obligated under this contract.
  - b. Second payment of \$1,202 of providing services obligated under this contract.
  - c. Third payment of \$1,202 of providing services obligated under this contract.
  - d. Fourth payment of \$1,202 of providing services obligated under this contract.
  - e. Fifth payment of \$986 of providing services obligated under this contract.
  - f. Sixth payment of \$986 of providing services obligated under this contract.
  - g. Seventh payment of \$986 of providing services obligated under this contract.
  - h. Eighth payment of \$986 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

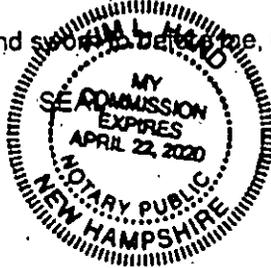
All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 - MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

*Lisa Descheneau* 9/10/2018  
Lisa Descheneau, VP of Administration Date  
Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this 10 day of September, 2018.



*[Signature]*  
Notary Public

*Cynthia Wolz, DNP APRN* 9/10/2018  
Cynthia Wolz, PsychNP Date  
MHCGM - North End Counseling

*Alisa D.* 9/21/18  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

15 mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shabinette  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 28, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Illumina, Inc (VC# 263986), San Diego, CA in the amount of \$19,351.50, for preventative and corrective maintenance and repairs for the Public Health Laboratories MiniSeq instrument, with the option to renew for up to three additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-903010-1835 UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, CENTERS FOR DISEASE CONTROL AND PREVENTION, EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	024-500225	Maintenance – Other Than Building and Grounds	90183506	\$6,450.50
2022	024-500225	Maintenance – Other Than Building and Grounds	90183506	\$6,450
2023	024-500225	Maintenance – Other Than Building and Grounds	90183506	\$6,451
			<b>Total</b>	<b>\$19,351.50</b>

**EXPLANATION**

This request is **Sole Source** because the vendor is uniquely qualified to provide maintenance and support. Technology, chemistry, and software components of the instrument

are intellectual property of Illumina, Inc., and no other vendor has the knowledge or expertise to provide maintenance and repair services

The purpose of this request is provide periodic, preventative, and corrective maintenance for the Department's Miseq instrument. This instrument is used by the Department for infectious disease surveillance, outbreak investigations, and identification of new and emerging infectious diseases. For the past year, this instrument has been used at the PHL to sequence bacterial and viral pathogens for disease surveillance. In doing so, this has allowed for more efficient and accurate identification of disease outbreaks.

The vendor will be providing the Department with annual instrument inspections to ensure that the instrument is running according to standards. The Department will have access to remote technical assistance and on-site support within seventy-two (72) hours if need be. The vendor will provide replacements parts and the labor, when requested.

The Department will monitor contracted services using the following performance measures:

- Providing on-site service, within seventy-two (72) hours of receiving a request from the Department for services that cannot be done remotely.
- Providing remote technical assistance by telephone and email to the Department
- Providing yearly testing on the instrument to ensure it meets standards.

As referenced in Exhibit C-1 of the attached contract, the parties have the option to extend the agreement for up three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

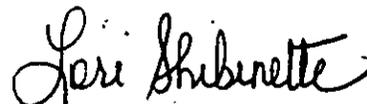
Should the Governor and Council not authorize this request the Department will not be able to identify outbreaks caused by foodborne or other bacterial species in a timely manner, thus negatively impacting the State's capacity in prevention and control of infectious disease transmissions or outbreaks.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN #NU50CK000522

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

Respectfully submitted,



Lori A. Shibinette  
Commissioner

Subject: Miniseg Instrument Maintenance Services (SS-2019-DPHS-02-MISEO)

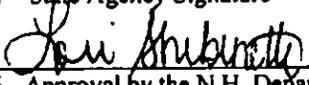
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Illumina, Inc		1.4 Contractor Address 5200 Illumina Way, San Diego, CA 92122	
1.5 Contractor Phone Number 858.202.4500	1.6 Account Number 05-95-90-903010-1835	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$19,351.50
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Mark Van Oene SVP and CCO	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory Lori Shibirer, Commissioner	
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) (if applicable)  By: <i>Catherine Pinos</i> On: 9/25/20			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

### 2. Scope of Work

2.1. The Contractor shall provide all necessary maintenance for the Department's Illumina MiniSeq instrument (Serial #MNO1132), hereinafter called the instrument, and all periodic, preventive, and corrective maintenance in accordance with the Contractor's Product Care MiniSeq Comprehensive Plan (Catalogue # 20019982) and the Contractor's Proposal # 4259889, herein incorporated by reference and attached, which includes, but is not limited to:

2.1.1. Any necessary replacement parts including, but not limited to:

2.1.1.1. Pumps.

2.1.1.2. Pump components.

2.1.1.3. Syringes.

2.1.1.4. Air Filters.

2.1.1.5. Vacuum system components.

2.1.1.6. Hardware.

2.1.1.7. Coolant system components.

2.1.1.8. Reagents.

2.1.1.9. Flow cells.

2.1.2. Preventative maintenance no less than once every calendar year, which includes, but is not limited to:

2.1.2.1. An optical test.

2.1.2.2. A functional test.

2.1.2.3. A gravimetric test.

2.1.2.4. A thermal test of flow cells.



Exhibit A

- 2.1.2.5. An inspection of the Reagent chiller compartment.
- 2.1.2.6. Travel and lodging expenses incurred to perform service.
- 2.1.2.7. Hardware updates.
- 2.1.2.8. Software updates.
- 2.2. The Contractor shall perform instrument qualification no less than once every calendar year and certify that the instrument is performing to all applicable standards.
- 2.3. The Contractor shall provide remote technical assistance, by telephone and email, as necessary to the Department, ensuring availability of assistance during the work days of Monday through Friday from 9am Eastern Standard Time until 6pm Eastern Standard Time.
- 2.4. The Contractor shall provide on-site service, within 72 hours of receiving a request from the Department for service in instances of instrument performance failures that cannot be corrected by remote technical assistance provided to the Department.

**3. Deliverables**

- 3.1. The Contractor shall provide signed documentation that the instrument is performing to all required standards after each instrument qualification.

*Ma. J. Baker*



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. This Agreement is funded by 100% Federal Funds from the United States Department of Health and Human Services, Division of Public Health, Centers for Disease Control and Prevention, Epidemiology and Laboratory Capacity for Infectious Diseases (CFDA #93.323), Federal Award Identification Number (FAIN) NU50CK000522.
  - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
2. Payment for services shall be made on an annual basis as follows:
  - 2.1. Upon approval by the Governor and Executive Council, the Contractor shall submit an invoice to the Department requesting payment in the amount of \$6,451 for the first year of services.
  - 2.2. The Contractor shall submit an invoice to the Department in the amount of \$6,450 no sooner than one year after the Contract Effective Date for the second year of services.
  - 2.3. The Contractor shall submit an invoice to the Department in the amount of \$6,451 no sooner than one year after the Contract Effective Date for the third year of services.
  - 2.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
  - 2.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date. Address below:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health  
Attn: Public Health Laboratories  
29 Hazen Drive  
Concord, NH 03301
  - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
3. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



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**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*Man Walker*

8/19/20



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Illumina, Inc

6.30.20

Date

Name: Mark Van Oene  
Title: SVP and CCO



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Illumina, Inc

Vendor Name:

6.30. 20

Date

Name: Mark Van Oene  
Title: SVP and CCO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Illumina, Inc.

6.30.20

Date

Name: Mark Van Oene  
Title: SVP and CCO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials Ma. J. [Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- I. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Illumina, Inc

Vendor Name:

6.30. 20

Date

Name: Mark Van Oene  
Title: SVP and CCO

Exhibit G

Vendor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Illumina, Inc

6. 30. 20

Date

Name: Mark Van Oene

Title: SVP and CCO



Exhibit I

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**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Lori Shubinette  
Signature of Authorized Representative

Lori Shubinette  
Name of Authorized Representative

Commissioner  
Title of Authorized Representative

8/25/2020  
Date

Illumina, Inc

Name of the Contractor

Mark Van Oene  
Signature of Authorized Representative

Mark Van Oene  
Name of Authorized Representative

SVP and CCO  
Title of Authorized Representative

June 30, 2020  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6. 30 .20

Date

Name:

Title: Mark Van Oene  
SVP and CCO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

33 080 4655

1. The DUNS number for your entity is: \_\_\_\_\_
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                       X  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above; implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



**California Secretary of State**  
Electronic Filing

**FILED**

Secretary of State  
State of California

## Corporation - Statement of Information No Change

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Entity Name: ILLUMINA, INC.

Entity (File) Number: C2250289

File Date: 02/24/2020

Entity Type: Corporation

Jurisdiction: DELAWARE

Document ID: GD40037

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*There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.*

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Scott Kreil

*Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) for online filings, searches, business records, and resources.*

Document ID: GD40037

**SECRETARY'S CERTIFICATE**

The undersigned, Charles E. Dadswell, hereby certifies that he is the duly elected and acting Secretary of Illumina, Inc., a Delaware corporation (the "Company"), and that, as such, he is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Company. He hereby further certifies on behalf of the Company that:

1. Each of the persons named below is a duly elected, qualified, and acting officer of the Company holding the office or offices set forth opposite his name.
2. Each of the persons named below is authorized to execute and deliver on behalf of the Company, each document to which it is party and all other agreements, documents, and certificates to be delivered by the Company pursuant thereto.

<u>Name</u>	<u>Office</u>
Francis A. deSouza	President and Chief Executive Officer
Sam A. Samad	Senior Vice President and Chief Financial Officer
Mark Van Oene	Senior Vice President and Chief Commercial Officer
Nicole Berry	Senior Vice President and General Manager, AMR

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of the 23<sup>rd</sup> day of September 2020.

ILLUMINA, INC.

By 

Name: Charles E. Dadswell

Title: Senior Vice President, General Counsel, and Secretary

REVIEWED BY LEGAL

Initials: RJM

Date: 9/23/2020

ILLUMINA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/04/2020

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 Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	CONTACT NAME: <b>Cyndi Lloyd</b>
	PHONE (A/C, No, Ext): <b>800 321-4696</b> FAX (A/C, No): <b>858-452-7530</b> E-MAIL ADDRESS: <b>Cyndi.Lloyd@MarshMMA.com</b>
INSURED  Illumina, Inc 5200 Illumina Way San Diego, CA 92122	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Federal Insurance Company</b>   <b>20281</b>
	INSURER B : <b>Chubb Custom Insurance Company</b> <b>38989</b>
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35905511	09/01/2020	09/01/2021	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COM/OP AGG      \$Excluded \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73558744	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			79870523	09/01/2020	09/01/2021	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000 PROD/CO      \$Excluded
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	71756249	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	(1) Products			35905512	09/01/2020	09/01/2021	\$5,000,000 Per Occ/Agg
B	(2) Professional			79933043	09/01/2020	09/01/2021	\$5,000,000 Per Occ/Agg
A	(3) E&O			35932151	09/01/2020	09/01/2021	\$5,000,000 Per Occ/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 (1) Products/Clinical Trials Liability Coverage, Claims-Made, SIR: \$ 500,000 Per Event, Retro 9/1/09  
 (2) Healthcare Professional Services Liab., Claims-Made/Reported, SIR: \$500,000 Per Event, Retro 9/1/09  
 (3) Errors & Omissions Liability, Claims-Made/Reported, Ded: \$ 100,000 Per Claim, Retro 10/22/09

Supplemental Names continued on next page...  
 (See Attached Descriptions)

CERTIFICATE HOLDER  State of NH Department of Health and Human Services 129 Pleasant 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  <i>Cyndi Lloyd</i>
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## DESCRIPTIONS (Continued from Page 1)

Illumina, Inc  
Illumina AB  
Illumina Australia Pty Ltd  
Illumina Canada ULC  
Illumina Denmark ApS  
Illumina France SARL  
Illumina Gmbh  
Illumina Hong Kong Ltd  
Illumina Italy Srl  
Illumina KK (Japan)  
Illumina Korea Ltd  
Illumina Netherlands B.V.  
Illumina Productos de Espaa, S.L.U.  
Illumina Switzerland GmbH  
Advanced Liquid Logic, Inc  
Avantome, Inc  
Illumina Charitable Foundation  
Illumina Corporate Foundation  
Illumina Europe Limited (UK)  
Illumina France Holding SARL  
Illumina Iceland ehf  
BlueGnome Ltd  
Conexio Genomics Pty Ltd. (Singapore)  
Epicentre Technologies Corp  
Genomics Life Science Software Inc  
Illumina Singapore Pte. Ltd  
NextBio  
Verinata Health, Inc  
Illumina Cambridge, Ltd (UK)  
Illumina Brasil Produtos de Biotecnologia Ltda  
Illumina New Zealand Ltd  
Illumina Trading (Shanghai) Co, Ltd  
Illumina Trading (Shanghai) Co, Ltd Beijing Branch  
Illumina US Manufacturing Operations, Inc.  
Illumina Belgium BVBA  
Illumina Finland Oy  
Illumina Norway AS  
Edico Genome Corporation  
BlueBee Holding BV  
BlueBee Corp  
BlueBee Belgium BV  
Illumina Ireland Commercial Ltd  
LLC Illumina Rus  
Illumina India Biotechnology Private Ltd  
Illumina (China) Scientific Co Ltd  
Illumina (China) Beijing Branch  
Illumina (China) Guangzhou Branch

Certificate Holder Specific Wording:

Evidence of Coverage

16 Sam



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
*Commissioner*

*William Cass, P.E.*  
*Assistant Commissioner*

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

Office of Federal Compliance  
 September 17, 2020

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a **sole source** contract with Hessel & Associates, LLC, Brattleboro, Vermont (vendor #209072), due to the vendor's knowledge and experience with the project's scope of work for a total fee of \$24,551.00, to provide employment outreach and placement services for minorities and female candidates under the New Hampshire On-the-Job Training (OJT) program necessary to meet Federally mandated EEO/Affirmative Action requirements in accordance with Title VI of the Civil Rights Act of 1964, effective upon Governor and Council approval, through October 30, 2021. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2021 and funding is contingent upon the availability and continued appropriation of funds in FY 2022, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$14,321.37	\$10,229.63

**EXPLANATION**

This contract is requested as **sole source** with Hessel & Associates, LLC. The federal funding available for these supportive services is required to be utilized beginning immediately and Hessel & Associates is an established firm already providing such services for the Department. The Federal Highway Administration (FHWA) On-the-Job Training/Supportive Services (OJT/SS) program was established in Title 23, Code of Federal Regulations (CFR) Part 230, to supplement the On-the-Job Training (OJT) program and support States' training programs by providing funding for approved services to assist highway construction contractors and highway construction apprentices and trainees.

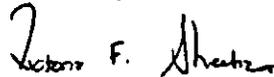
The New Hampshire Department of Transportation recognized a need by highway construction contractors for access to a larger pool of qualified minority and female candidates to fulfill their contractual OJT obligations. To request OJT/SS funding and address this need, the NHDOT was required to develop and submit a Statement of Work (SOW), requesting OJT/SS funding for specific supportive service activities with measurable goals and objectives.

The goal of this supportive services contract is to provide outreach and placement services in specific geographic areas to increase the availability of qualified minority and female candidates for hire by contractors and remove barriers to their initial and continued employment. Supportive services provided pursuant to this contract complement existing OJT functions and extend beyond the current capacity of the NHDOT Office of Federal Compliance.

The Department has verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

VFS/md  
Attachments

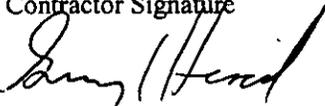
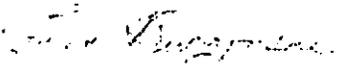
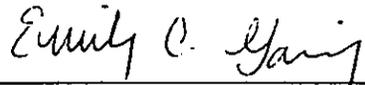
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE, PO BOX 483, CONCORD, NH 03302-0483	
1.3 Contractor Name HESSEL AND ASSOCIATES, LLC		1.4 Contractor Address 5 TIMBER LANE, BRATTLEBORO, VT 05301	
1.5 Contractor Phone Number 802.251.0048	1.6 Account Number 04-96-96-963515-3054	1.7 Completion Date 10/30/2021	1.8 Price Limitation \$24,551
1.9 Contracting Officer for State Agency LARISA DJUVELEK-RUGGIERO		1.10 State Agency Telephone Number 603.271.6612	
1.11 Contractor Signature  Date: 9/17/20		1.12 Name and Title of Contractor Signatory GREG HESSEL, SOLE MEMBER	
1.13 State Agency Signature  Date: 9/16/2020		1.14 Name and Title of State Agency Signatory FRANCES E. BUCZYNSKI, DIRECTOR OF POLICY AND ADMINISTRATION	
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:  On: 10/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**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 GH  
Date 9/17/20

submit to the State a Transition Plan for services under the Agreement.

## 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

## 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

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.

Contractor Initials G. H  
Date 9/17/0

Scope of Work

Goals & Objectives

**Goal #1:** To remove barriers to initial and ongoing training and employment of minorities, women and disadvantaged individuals who have been hired as OJTs on federally assisted construction projects, leading to eventual full time employment in the highway construction industry.

Objectives:

The NHDOT will strive to accomplish the following:

- 1) Interview each OJT trainee prior to their start date and determine what barriers to employment may exist.
- 2) Provide construction boots, appropriate hand tools and/or equipment necessary for employment to new OJT trainees if needed, as identified in pre-employment interview.
- 3) Interview each OJT trainee at the midpoint of their training to determine if barriers still exist to their ongoing employment and eventual hiring as a permanent full time employee, and work with the trainee, and/or the contractor on resolving any issues and/or barriers.
- 4) Provide additional resources to OJT trainees as needed, approved, and on a first come first serve basis until funds are exhausted, with an effort to address the barriers to ongoing employment and eventual hiring as a permanent full time employee.
- 5) Conduct a survey with OJT trainees and contractors upon completion of the training to identify the strengths and weaknesses of the OJT SS Program and suggest improvements.

**Goal #2:** To provide five qualified minorities, women or disadvantaged individuals with tuition assistance for the successful completion of a CDL Class-B driver training course, leading to full time employment in the highway construction industry. The CDL Class-B driver training program will assist up to five individuals who will be reimbursed \$2,000 upon successful completion of the training. In an effort to assist those individuals who may not have \$4,000 for paying for the class upfront, NHDOT will make every attempt to work with the school to implement some kind of a payment plan, and/or attempt to partner with other community stakeholders to assist with the payment for the training.

Applicants will be interviewed and approved by the External EEO Coordinator. NHDOT employees and/or interns are not qualified to participate in the CDL Class-B drivers training program. Approved applicants and/or their sponsoring agencies will be reimbursed \$2,000 by the Supportive Services Consultant upon successful completion of the program.

Consultant's Initials GH  
Date 7/17/20

The Supportive Services Consultant may also make payment installments to the CDL School if necessary. The OJT Program and the CDL Class-B training program will be overseen by the External EEO Coordinator. In order for candidates to enroll into the CDL Class-B training program, the regulations require that candidates have to be 18 or older and must provide the following documents for verification and enrollment:

- Birth certificate,
- Valid NH driver license,
- Valid NH CDL - B Permit (General Knowledge & Air Brakes),
- NH Criminal Background Check (CBC). No Misdemeanors or Felonies in previous 7 years of registration per Insurance Guidelines.
- NH Motor Vehicle Record (MVR). No more than two (2) moving violations in previous three (3) years.

Additionally, candidates also have to pass a Department of Transportation (DOT) physical exam and drug screen with the vendor's provider, to obtain their Medical Certificate. To graduate from the training program, candidates have to pass 100 questions written exam with 80% passing grade.

Objectives:

- 1) Continue to promote the training to prospective candidates by distributing the information to partners, stakeholders, educational institutions, and other organizations.
- 2) Continue to recruit up to five qualified individuals for the CDL Class-B driver training program.
- 3) Continue to partner with other community stakeholders that are interested in assisting with the partial payment for the training.
- 4) Track the progress of CDL-Class B driver training program candidates and assist when needed.
- 5) Assist trainees with job placement by contacting highway construction contractors and/or connecting them with agencies that specialize with employment search.

**Monitoring and Evaluation**

The Contractor shall, on a monthly basis, file a report summarizing ongoing supportive service activities. The monthly report will list actions taken to remove both initial and ongoing barriers to employment for each OJT. These reports must detail activities performed as required by the contract, including detailed notes on discussions with referral sources and applicants to the program. Final report is also required and will be due 10/30/2021. Reports will be compiled and submitted to FHWA by the NHDOT External EEO Coordinator. NHDOT reserves the right to adjust objectives and tasks to accommodate the needs of the Program.

Consultant's Initials GH  
Date 9/17/20

## Exhibit B

### Payment Terms

Payments on account of services rendered under this contract shall not exceed \$24,551.00 and will be made as follows:

1. Mileage shall be paid at a rate of \$0.545 per mile.
2. Contractor shall submit invoices for processing on the 1<sup>st</sup> of each month. Invoices shall include a detailed breakdown of consultant hours worked, activities performed, mileage traveled and expenses incurred for each objective. Expenses submitted for approval must include detailed receipts.
3. The Contractor shall deliver the final invoice for services required by this contract no later than the close of business on October 30, 2021.

Consultant's Initials G.H.  
Date 9/17/20

Exhibit C

Special Provisions

Insurance

1. Delete Section 14.1.2, fire and extended coverage insurance is not required.
2. The Contractor is a sole owner providing consulting services, and is exempt from the requirements of N.H. RSA chapter 281-A "Workers Compensation."

Consultant's Initials G.H  
Date 9/17/20

**New Hampshire Department of Transportation**  
**Contract for STATEWIDE, OJT SS 41129E, X-A005 (059),**  
**BID SCHEDULE**

ITEM NO.	ESTIMATED QUANTITY & PAY UNIT	ITEM NAME & UNIT RATE BID (dollars & cents, in words)	UNIT RATE BID		TOTAL	
			Dollars	Cents	Dollars	Cents
1.	HOURS 73.82	STAFFING-CONSULTANT At One Hundred Sixty Three (dollars & cents per hour, in words)	163	25	12,031	00
2.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- Printing, postage and supplies for contracted work.	TBD	TBD	\$500	00
3.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- OJT SS program administration and travel expenses	TBD	TBD	\$1,000	00
4.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- OJT SS CDL Program - cost to remove barriers (tools, equipment, etc.)	TBD	TBD	\$11,000	00
GRAND TOTAL					24,551	00

Notes:

- The Estimated Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids. The quantities actually required to compete the contract work may vary.
- Payment for all work performed shall be made at the unit prices stated herein.
- The amount provided in the "Total" column is fixed, and will be made available throughout the contract period as deemed necessary and appropriate by the Department.
- Bidder shall enter information in all shaded blocks, above, and complete the attached signature page.

# State of New Hampshire

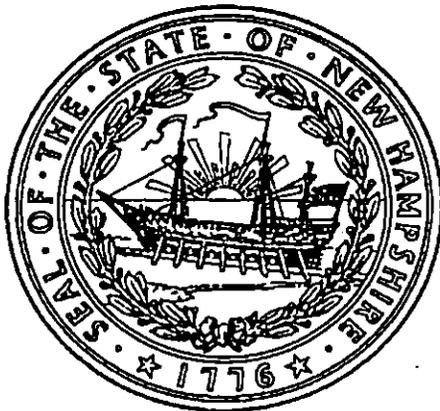
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HESSEL & ASSOCIATES LLC is a Vermont Limited Liability Company registered to transact business in New Hampshire on March 31, 2010. 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: 628432

Certificate Number: 0005005395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State



# ReGeneration RESOURCES

...helping organizations, grow, change, and manage conflict

## CERTIFICATE OF VOTE

I, Greg Hessel, hereby certify that I am the Sole Member of the company known as Hessel and Associates, LLC

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Hessel and Associates LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Greg Hessel

Date: 9/17/20

Notarized by: Alexander Shriver

Date: 9/17/20

Alexander Shriver, Esq.  
Notary Public State of Vermont  
Commission Expires: 1/31/2021  
Commission #: 0009524



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2020

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

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

<b>PRODUCER</b> A J GALLAGHER RISK MGT SVC INC/PHS 13650541 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (866) 467-8730 (A/C, No, Ext):	<b>FAX</b> (888) 443-6112 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HESSEL & ASSOCIATES, LLC T/A REGENERATION RESOURCES 5 TIMBER LN BRATTLEBORO VT 05301-6275	<b>INSURER A:</b> Sentinel Insurance Company Ltd.	<b>NAIC#</b> 11000
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			13 SBM ZR7831	11/15/2019	11/15/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13 SBM ZR7831	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			13 SBM ZR7831	11/15/2019	11/15/2020	Each Claim Limit \$10,000 Aggregate Limit \$10,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

The New Hampshire Department of Transportation  
 7 HAZEN DR  
 CONCORD NH 03301-6502

**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

*Susan J. Castaneda*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2020

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<b>PRODUCER</b> A J GALLAGHER RISK MGT SVC INC/PHS 13650541 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (888) 920-6259 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> HESSEL & ASSOCIATES, LLC T/A REGENERATION RESOURCES 5 TIMBER LN BRATTLEBORO VT 05301-6275	<b>INSURER A:</b> Sentinel Insurance Company Ltd. NAIC# 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		13 SBM ZR7831	11/15/2020	11/15/2021	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000						
	MED EXP (Any one person) \$10,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13 SBM ZR7831	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT E.I. DISEASE -EA EMPLOYEE E.I. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			13 SBM ZR7831	11/15/2020	11/15/2021	Each Claim Limit \$10,000 Aggregate Limit \$10,000

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

Those usual to the Insured's Operations. the New Hampshire Department of Transportation is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

New Hampshire Department of Transportation  
 7 HAZEN DR  
 CONCORD NH 03301-6502

**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

*Susan L. Castaneda*

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17 Jan



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

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

Bureau of TSMO  
August 24, 2020

**REQUESTED ACTION**

Authorize the Department of Transportation (NHDOT) and the Department of Safety (NHDOS) to enter into a Memorandum of Agreement for \$500,000.00 to support the administration of the State of New Hampshire's Highway Truck Weight Safety program, effective upon Governor and Executive Council approval through September 30, 2024. 100% Federal Funds

Funding is available as follows for FY 2021, and is contingent upon the availability and continued appropriation of funds in FY 2022, FY2023, FY 2024 and FY 2025 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-96-96-962515-2945	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Municipal Federal Aid	\$100,000.00	\$100,000.00	\$100,000.00
085-588523 Inter-Agency Transfers			
	<u>FY 2024</u>	<u>FY 2025</u>	
	\$100,000.00	\$100,000.00	

**EXPLANATION**

The purpose of this MOA is to identify the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Highway Truck Weight Safety Program (HTWSP) funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS. NHDOT is the direct recipient of HTWSP funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

The Highway Truck Weight Safety Program (HTWSP) has been authorized in the 2021-2030 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds authorized under the Fixing America's Surface Transportation (FAST) Act of 2015. The HTWSP is designed to provide truck weight safety inspection and maintenance on New Hampshire interstate highways and all tiers of the New Hampshire roadway network.

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

This agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

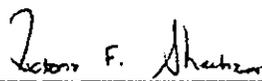
Your approval of this resolution is respectfully requested.

Sincerely,



---

Robert L. Quinn  
NHDOS Commissioner



---

Victoria F. Sheehan  
NHDOT Commissioner

Attachments

**MEMORANDUM OF AGREEMENT BETWEEN  
NEW HAMPSHIRE DEPARTMENT OF SAFETY AND  
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION**

---

This Memorandum of Agreement (MOA) is entered into by the New Hampshire Department of Safety, hereinafter referred to as NHDOS and the New Hampshire Department of Transportation, hereinafter referred to as NHDOT.

**SECTION 1: PURPOSE**

The purpose of this MOA is to identify all of the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Highway Truck Weight Safety Program (HTWSP) funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS.

**SECTION 2: PROGRAM BACKGROUND**

The Highway Truck Weight Safety Program (HTWSP) has been authorized in the 2017-2026 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds authorized under the Fixing America's Surface Transportation (FAST) Act of 2015. The HTWSP is designed to provide truck weight safety inspection and maintenance on New Hampshire interstate highways and all tiers of the New Hampshire roadway network.

**SECTION 3: PROGRAM ADMINISTRATION**

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

NHDOT is the direct recipient of HTWSP funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP through NHDOT, NHDOS is accountable to both NHDOT and the FHWA for the proper use of the Federal funds.

As a sub-recipient of funds, NHDOS shall use its HTWSP funds in accordance with all applicable Federal legislation and regulations. NHDOS shall also follow all NHDOT Local Public Agency (LPA) processes and requirements (see link below), which are also reviewed and approved by FHWA.

<https://www.nh.gov/dot/org/projectdevelopment/planning/documents/LPAManual.pdf>

As the recipient of funds from FHWA, NHDOT shall be responsible to ensure proper compliance and oversight of the HTWSP funds by NHDOS. Therefore, all decisions regarding the use of HTWSP funds shall be made by NHDOS under the oversight of NHDOT. Any audit or Federal-aid review that determines non-participation of NHDOS expenditures will require that NHDOS be responsible for all pay back to FHWA through NHDOT.

## SECTION 4: PROGRAM FUNDING

### STIP/TIP

23 U.S.C. 134 and 135 requires FHWA-funded HTWSP projects to be included in the Statewide Transportation Improvement Program (STIP) and applicable Metropolitan Planning Organizations (MPOs) Transportation Improvement Plans (TIPs). NHDOS shall forward the approved annual Work Plan (how Federal funds will be used) for the HTWSP determined eligible for funding to NHDOT's Bureau of Transportation System, Management & Operations (TSMO) for incorporation into the STIP, and to applicable TIPs.

Unless the HTWSP project is determined to be regionally significant, it may be grouped and submitted as one line item to NHDOT for incorporation into the STIP, and to applicable MPOs for incorporation into their TIPs. If an HTWSP project is determined to be regionally significant by NHDOT and/or through the interagency consultation process, it must be listed individually within the STIP and any applicable TIP.

All modifications to the individual listing of projects or to the line item as listed in the STIP and appropriate TIPs shall be subject to Federal STIP requirements and subjected to the FHWA approved STIP Revision Procedures that are used to guide NHDOT STIP actions.

### Obligation Limitation

The HTWSP is subject to the same annual obligation limitation as the remaining Federal-Aid Highway Program that NHDOT receives. Congress determines the annual obligation limitation through authorization legislation (FAST) or through annual appropriations acts. As specified in law, the FHWA allocates the annual obligation limitation to NHDOT.

NHDOT shall notify NHDOS, in writing, of the yearly apportionment when released by FHWA, as well as of any rescissions or adjustments to apportionment by FHWA. NHDOT, in consultation with NHDOS, shall determine the obligation limitation share that HTWSP funds shall receive for the upcoming Federal Fiscal Year so that NHDOS can plan for their program.

### Funds Availability

Under 23 U.S.C. 118(b)(2), apportioned funds are available for obligation for four fiscal years: the current fiscal year plus three additional years. The funds are treated in a "first in, first out" manner; older year funds are obligated before newer year funds. Neither NHDOS nor NHDOT is required to fully use the HTWSP funds made available through Congress and FHWA if sufficient progress has not been made on existing funded projects.

### Award Amount

NHDOT will provide funding in the amount of \$100,000 in state fiscal year 2021, \$100,000 in state fiscal year 2022, \$100,000 in state fiscal 2023, \$100,000 in state fiscal 2024 and \$100,000 in state fiscal 2025 to NHDOS to support the administration of the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

## Reimbursements

Upon approval of this MOA, NHDOT shall reimburse up to \$100,000 in state fiscal year 2021, \$100,000 in state fiscal year 2022, \$100,000 in state fiscal year 2023, \$100,000 in state fiscal year 2024 and \$100,000 in state fiscal year 2025 to NHDOS upon receiving appropriate documentation of expended funds from NHDOS. Supporting documentation shall include appropriate proof of cost and proof of payment (e.g., purchase orders, receipts, sign-in sheets, etc).

## SECTION 5: AGENCY RESPONSIBILITIES UNDER THIS MOA

1. NHDOS shall manage the HTWSP in accordance with all applicable FHWA rules and regulations governing the use of FHWA funding, as well as in accordance with LPA requirements outlined under the most recent NHDOT LPA Manual sections 6–12 and sections 28-30. NHDOS will be responsible for:
  - i. Develop program guidance that reflects the Federal HTWSP guidance and is approved by FHWA – NH Division. An approved copy of this Program guidance and any additional FHWA HTWSP guidance must be shared with NHDOT when it becomes available;
  - ii. Conducting a competitive bid process for distribution of the HTWSP funds that is compliant with HTWSP and other Federal requirements;
  - iii. If a competitive bid process will not be completed, submission of a Public Interest Finding (PIF) to FHWA NH Division for approval will be required prior to proceeding with procurement;
  - iv. Reviewing and approving individual projects for compliance with HTWSP and other Federal requirements; and
  - v. Ensure that acceptable supporting documentation is provided and maintained for expenditures for reimbursement through the HTWSP.
2. NHDOS shall undertake the following activities for HTWSP project and financial transactions through the NHDOT TSMO:
  - i. Initiate project setup and definition, to include defining the project term and other related details. Sufficient detail must be provided so that NHDOT staff can update their Project Management System completely.
  - ii. Request the obligation, de-obligation and/or re-obligation of project funds through NHDOT TSMO for review and submission to the FHWA.
  - iii. Request reimbursement monthly for the Federal share of allowable project work completed through NHDOT TSMO. Submit copies of all supporting documentation to NHDOT for review and approval by NHDOT along with the reimbursement request.
  - iv. Work with NHDOT TSMO to ensure that completed projects are closed (final voucher) within 90-days after completion of the project, in accordance with the current NHDOT and FHWA approved processes.
3. No more than two Term Projects are allowed to be open within FMIS at any one time. One project can be starting up as another is being completed and closed.

4. If required, coordinate all required reviews for the National Environmental Protection Act (NEPA) and submit all projects to the NHDOT Bureau of Environment for approvals, after consultation with the State Historical Preservation Office.
5. Meet annually or more as needed, with the NHDOT TSMO and the NHDOT Bureau of Finance and Contracts (F&C) about the program for billing reviews and other items if needed.
6. Maintain project files and further maintain expenditure support; documentation to include vendor contracts, procurement process, project ledgers and invoices. Such files shall be retained for a period of 3 years after final voucher.
7. NHDOS, as part of every project closeout process, shall utilize an internal auditor to verify that expenditures are allowable in accordance with FHWA guidelines. In the case that unallowable (non-participating) expenses are found through this audit or through a billing review initiated by NHDOT or FHWA, NHDOS shall be responsible for paying those funds back to NHDOT. Failure to do so will result in the current program being given a "Hold" or "Stop Work Order" until such funds are repaid. The auditor's report shall be forwarded to NHDOT TSMO with the request to close the project.
8. As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP, NHDOS is accountable to the NHDOT as the recipient for the use of the Federal funds.

NHDOT shall undertake the following activities for the HTWSP:

1. NHDOT TSMO shall process all initial project listings and projections through the NHDOT's Project Management System (Currently known as ProMIS) so that all projects will be included in the NHDOT's STIP and all appropriate MPO TIPs as part of the NHDOT's normal required processes.
2. NHDOT TSMO shall process all project setups and modifications through ProMIS, including but not limited to scope, schedule and budget and term end dates as provided to NHDOT from NHDOS.
3. NHDOT TSMO shall process all requests for obligation, de-obligation and/or re-obligation of project funds through ProMIS and NHDOT processes for review and submission to the FHWA.
4. NHDOT Bureau of Finance and Contracts (F&C) – Project Programming will program FMIS for obligation, de-obligation and/or re-obligation of project funds and other required project information.
5. NHDOT F&C shall process all of NHDOS's approved reimbursement requests of project work completed within State and Federal requirements through its Current Billing System (CBS). NHDOT F&C will direct the revenue received from FHWA through NHFIRST to a revenue account designated by NHDOS.
6. NHDOT F&C shall provide CBS and other financial system history when requested to

document revenue activity for a project.

7. NHDOT TSMO shall work with NHDOS on STIP amendments and/or minor revisions, if necessary, for the HTWSP providing that any amendments and/or minor revisions do not negatively impact NHDOT projects.
8. As the recipient of Federal-aid funds for the State of New Hampshire, NHDOT is accountable to the FHWA for the proper use of the Federal funds.

## **SECTION 6: ADDITIONAL PROVISIONS OF AGREEMENT**

### Effective Date

This MOA shall be effective upon the signatures of NHDOS and NHDOT authorized officials and Governor and Council approval.

### Amendments

Amendments to this MOA shall only be made in writing and shall be signed and dated by authorized officials from both NHDOS and NHDOT.

## **SECTION 7: PRINCIPAL CONTACTS FOR THIS MOA**

### NHDOS

Commander  
Division of State Police Troop G  
Highway Truck Weight Safety  
91 Airport Road  
Concord, NH 03301  
Tel.: 603-223-8916

### NHDOT

Administrator IV  
Bureau of Transportation Systems,  
Management and Operations  
110 Smokey Bear Boulevard  
Concord, NH 03301  
Tel.: 603-271-6862

**AUTHORIZED OFFICIALS**

By signature below, the Commissioners certify that the individuals listed as the principal contacts in this document, or their duly appointed successors, are their representatives and are authorized to act in their respective areas for matters related to this agreement.

**New Hampshire Department of Safety**

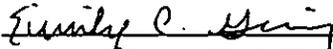
By:  8/25/2020  
Robert L. Quinn, Commissioner Date

**New Hampshire Department of Transportation**

By:  9/8/2020  
Victoria F. Sheehan, Commissioner Date

Approved as to form, substance and execution by the Office of the Attorney General:

Oct. 1, 2020  
Date

  
Attorney General's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney General's Office

18 Jam



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
*Commissioner*

*William Cass, P.E.*  
*Assistant Commissioner*

Bureau of Rail and Transit  
 September 25, 2020

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

**REQUESTED ACTION**

Pursuant to RSA 228:57, authorize the Department of Transportation to amend a lease of a 65,100 square foot parcel of state-owned land located on the Northern Railroad Corridor in the City of Lebanon to Superior Plus Energy, Inc. for \$5,875.00. This amendment is effective November 1, 2020, with Governor and Executive Council approval, through January 31, 2021. The original lease agreement was approved by Governor and Council on July 10, 2019, Item 107 and amended on April 8, 2020, Item 22.

Rental income will be credited as follows:

	<u>FY 2021</u>
04-096-096-964010-2991 Special Railroad Account	
009-403532 Railroad Property Sale or Lease	\$5,875.00

**EXPLANATION**

RSA 228:57 allows the Department to sell or lease portions of railroad property for the continued operation of a railroad. Pursuant to RSA 228:57, the Department of Transportation seeks to amend a lease for 65,100 square foot parcel of the state-owned railroad corridor to Superior Plus Energy, Inc. (Superior). Superior is currently utilizing the parcel in conjunction with active railroad operations by the New England Central Railroad (NECR), the entity with railroad operating rights to the subject property. The current lease does not interfere with NECR's active railroad operations because the parcel leased is adjacent to the railroad track that Superior presently uses for unloading fuel products and related commodities pursuant to a Side Track Agreement between Superior and NECR.

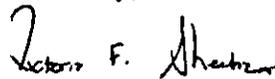
This Department originally entered into a lease for this parcel with Rymes Heating Oils, Inc. (Rymes) that was approved by Governor and Council on July 10, 2019, Item 107 and amended on April 8, 2020, Item 22 with a completion date of October 31, 2020. In accordance with Section 10.01 of the lease, the Department and Rymes consented to the assignment of the lease to Superior on September 23, 2020. The Department chose to lease the parcel to Rymes, originally, and Superior, now, for an interim period

while a new 10-year operating agreement between the State and the railroad (NECR) was being renegotiated and then the railroad would enter into a more appropriate sublease with Superior. As the State and railroad need additional time, approximately three (3) months, to finalize a new 10-year operating agreement, this subject amendment proposes to extend the lease with Superior for said three (3) month period. The term of the amended lease shall terminate on January 31, 2021, or within thirty (30) days of the effective date of a new operating agreement between the State and NECR, if it should be sooner. The use of this parcel will enhance the railroad corridor's current use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for improvements to railroad service.

The amendment has been approved by the Attorney General as to form and execution; and the Department has certified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

AMENDMENT #2 TO LEASE AGREEMENT

This AMENDMENT TO THE LEASE AGREEMENT (“Amendment”) is entered into this 25<sup>th</sup> day of September, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, New Hampshire 03302-0483, (hereinafter referred to as “Landlord”) and Superior Plus Energy Services, Inc., 650 E Swedesford Rd., Suite 300, Wayne, PA 19087 (hereinafter referred to as “Tenant”) (the Landlord and Tenant may hereinafter singularly and/or collectively be referred to as “Party” or “Parties”).

WHEREAS, the Landlord is the owner of the State-owned Northern Railroad corridor at approximate Engineering Station 3645+00+/- to 3650+00, Valuation Section 32.1, Sheet 70 (“Property”).

WHEREAS, the Landlord and Rymes Heating Oils, Inc. (“Rymes”) entered into a Lease Agreement on June 4, 2019 for a portion of the Property (“Lease”) and that Lease was amended by the Landlord and Rymes on April 8, 2020.

WHEREAS, the Landlord and Rymes consented on September 23, 2020 to assign the Lease to the Tenant in accordance with Section 10.01 of the Lease.

NOW THEREFORE, the Parties mutually agree to amend the Lease as follows:

1. Section 2.02 of the Lease shall be amended to extend the term of the Lease for an additional three (3) months. The Lease shall terminate on January 31, 2021, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter “Railroad Operator”) for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease.
2. The rent for the amended lease term shall be five thousand eight hundred seventy-five dollars (\$5,875), payable in advance, and due upon November 1, 2020. This payment shall be made payable to “TREASURER, STATE OF NH” and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
BUREAU OF FINANCE & CONTRACTS  
J.O. MORTON BUILDING  
PO BOX 483  
CONCORD, NH 03302-0483

If the total rent amount is not paid within ten (10) days after the due date, the Tenant agrees to pay a late charge of 5% of the total rental amount due.

If the Lease, as amended herein, is terminated before October 31, 2020, the Landlord will reimburse the Tenant for the pro rata proportion of the remaining number of days for

which rent has been paid in advance but during which the Tenant no longer occupies the premises.

3. The Parties agree that all other provisions of the Lease not amended herein shall remain in full force and effect.
4. This Amendment and all obligations of the parties hereunder shall become effective upon approval by the Governor and Council of the State of New Hampshire.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

TENANT:  
Superior Plus Energy Services, Inc.

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

Date: 9/29/2020

Print Name and Title  
MARC Schoone  
VP of Operations Support

LANDLORD:  
STATE OF NEW HAMPSHIRE  
Department of Transportation

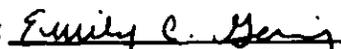
By:  \_\_\_\_\_  
Patrick Herlihy, Director  
Division of Aeronautics, Rail & Transit  
New Hampshire Department of Transportation

Date: 9/29/2020

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The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on October 6, 2020, 2020.

OFFICE OF THE ATTORNEY GENERAL

By:  \_\_\_\_\_  
Assistant Attorney General

Approved by Governor and Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
Secretary of State

# 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 SUPERIOR PLUS PROPANE is a New Hampshire Trade Name registered to transact business in New Hampshire on September 13, 2019. 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: 827254

Certificate Number: 0005012365



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State

## One Click Certificate of Good Standing

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Search Business

Business Information

Payment

Done

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### Business Details

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Business Name:	SUPERIOR PLUS ENERGY SERVICES INC	Business ID:	780232
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/05/2017	Name in State of Incorporation:	SUPERIOR PLUS ENERGY SERVICES INC
Date of Formation in Jurisdiction:	09/26/1949		
Principal Office Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA	Mailing Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA
Citizenship / State of Incorporation:	Foreign/New York		
		Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual		
Business Email:	CLS-CTARMSevidence@wolterskluer.com	Phone #:	NONE
Notification Email:	CLS-CTARMSevidence@wolterskluer.com	Fiscal Year End Date:	NONE

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**SUPERIOR PLUS ENERGY SERVICES INC.**

**CERTIFICATE**

I, Janice Fernandes, Assistant Secretary of Superior Plus Energy Services Inc. (the "Corporation") hereby certifies for and on behalf of the Corporation in my capacity as an officer of the Corporation and not in my personal capacity that:

- 1) Exhibit "A" attached is a true and correct copy of a resolution of the board of directors of the Corporation duly passed at a meeting of the board on June 29, 2020, and that such resolutions are in full force and effect and unamended as of the date hereof.

**DATED**, at Toronto, Ontario as of the 29<sup>th</sup> day of September, 2020.

**SUPERIOR PLUS ENERGY SERVICES INC.**

Per: Janice Fernandes  
Janice Fernandes  
Assistant Corporate Secretary

**Officers of the Corporation**

RESOLVED THAT the appointment of the following officers of the Corporation to hold office at the pleasure of the Board is hereby confirmed:

Andy Peyton, President  
Marc Schoone, VP  
Beth Summers, VP  
Andy Desmann, VP  
James Devens, VP  
Jason Fortin, VP  
Doug Harris, VP  
Tommy Manion, VP  
Russ Porowski, VP  
Darren Hribar, VP and Secretary  
Brian DeMille, VP  
Rob Dorran, Treasurer  
Erin Seaman, Assistant Treasurer  
Daniel Webb, US Assistant Corporate Secretary  
Janice Fernandes, CDN Assistant Corporate Secretary

**Appointment of Signing Authorities**

2. It is resolved that any two of the officers of the Corporation be and are hereby authorized to sign, execute and deliver, either with or without the Corporation's corporate seal affixed thereto contracts, agreements, acknowledgements, applications, certificates and directions which are material to the Corporation and any one of such officers is hereby authorized to sign, execute and deliver, either with or without the Corporation's corporate seal affixed thereto all other contracts, agreements, acknowledgements, applications, certificates and directions relating to the Corporation and, in the case of such other contracts, the President of the Corporation is hereby authorized to delegate such authority to another employee of the Corporation, and any documents so signed shall be valid and binding upon the Corporation for all purposes.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	<b>CONTACT NAME:</b> PHONE (A/C, Int, Ext): FAX (A/C, Int): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : Zurich Insurance Company Ltd.</td> <td>18535</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : ACE American Insurance Company	22667	INSURER C : American Guarantee and Liability Insurance Company	26247	INSURER D : N/A	N/A	INSURER E : Zurich Insurance Company Ltd.	18535	INSURER F :
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INSURER F :															
CN101789812-ALL-GGAWU-19-20															
<b>INSURED</b> Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960															

**COVERAGES**                      **CERTIFICATE NUMBER:** HQJ-003711858-01                      **REVISION NUMBER: 3**

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	ADDITIONAL SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLC0206120-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MMT H25291396	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUC0206121-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR 066043289 (AOS) WLR 066045845 (AZ, CA, MA)	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>CANADIAN COMM. GENERAL LIAB.</b>		8845933 (DED: CDN 500,000)	11/01/2019	11/01/2020	LIMIT    CDN 1,000,000
E	<b>CANADIAN UMBRELLA</b>		8845643 (SIR: CDN 10,000)	11/01/2019	11/01/2020	LIMIT    CDN 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470  
 State of New Hampshire and New England Central Railroad Inc. are included as Additional Insured on the General Liability where required by written contract. General Liability includes Contractual Liability where required by written contract.

<b>CERTIFICATE HOLDER</b> State of New Hampshire NH Department of Transportation PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NARC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.
- The Canadian Commercial General Liability and Canadian Umbrella Policies provide excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy and US Umbrella policy respectively.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Scheduled Railroad:</b>	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
<b>Designated Job Site:</b>	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 1. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease is made as of the 1st day of September 2020. Reference is made to a certain lease from the State of New Hampshire, Department of Transportation ("Landlord"), to Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, NH ("Tenant"), with respect to certain premises (the "Premises") in Lebanon, Grafton County, State of New Hampshire, located on the State-owned Northern Railroad Corridor, opposite and between Engineering Station 3645+00 +/- to 3650+00 as shown on Railroad Valuation Map V32.1/70 (the "Lease"). Pursuant to the Amendment to the Lease Agreement signed by the parties March 23, 2020, the Lease shall terminate on October 31, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease

The Landlord hereby consents to an assignment of the Lease from Rymes Heating Oils, Inc. to Superior Plus Energy Services, Inc. ("Assignee"). By acceptance of the assignment of the Lease, Superior Plus Energy Services, Inc. agrees to be bound by the terms and conditions of the Lease and to perform the obligations of Tenant under the Lease.

Landlord acknowledges that to the best of its knowledge and belief that the Tenant is not in default of any of its obligations under the Lease and that the Lease, as affected by this Consent and the assignment, as amended on March 23, 2020, remains in full force and effect.

[Remainder of page intentionally left blank.]

File # 2020-75

Executed as an instrument under seal as of the date first above written.

IN WITNESS WHEREOF, the Parties hereto have executed this Consent of Assignment of the above referenced Lease Agreement in duplicate

**TENANT**- Rymes Heating Oils, Inc.

By: [Signature] MANAGER  
Print Name and Title

Date: 9/14/2020

STATE OF NH  
COUNTY OF Merrimack

On 9/14/20 before the undersigned officer personally appeared Tom Rymes known to me (or satisfactorily proven) to be the Manager of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

9/14/20  
Date

[Signature]  
Notary Public



**ASSIGNEE** - Superior Plus Energy Services, Inc.

By: Andrew Desmann  
VP Finance  
Print Name and Title  
[Signature]

Date: 9/3/20

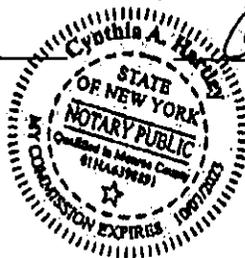
STATE OF New York  
COUNTY OF Monte

On 9/3/20 before the undersigned officer personally appeared Andrew Desmann known to me (or satisfactorily proven) to be the VP Finance of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

9/3/20  
Date

[Signature]  
Notary Public



File # 2020-75

**LANDLORD**

By:   
Victoria F. Sheehan, Commissioner  
New Hampshire Department of Transportation

9 | 23 | 2020

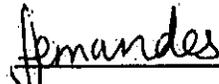
**SUPERIOR PLUS ENERGY SERVICES INC.**

**CERTIFICATE OF INCUMBENCY**

I, Janice Fernandes, Assistant Corporate Secretary of Superior Plus Energy Services Inc. (the "Corporation") hereby certify for and on behalf of the Corporation that the person named below is a duly appointed officer of the Corporation and holds the respective office set opposite his name:

<u>Name</u>	<u>Title</u>
Andy Desmann	Vice President, Finance

DATED at Toronto, Ontario as of the 3<sup>rd</sup> day of September, 2020.

  
\_\_\_\_\_  
Janice Fernandes  
Assistant Corporate Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/21/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	<b>CONTACT NAME:</b> PHONE (A/C. No., Ext.): FAX (A/C. No.): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN101789812-ALL-GGAWU-19-20  <b>INSURED</b> Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	<b>INSURER A:</b> Zurich American Insurance Company	NAIC # 16535
	<b>INSURER B:</b> ACE American Insurance Company	22667
	<b>INSURER C:</b> American Guarantee and Liability Insurance Company	26247
	<b>INSURER D:</b> N/A	N/A
	<b>INSURER E:</b> Zurich Insurance Company Ltd.	16535
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** HOU-003711856-01                      **REVISION NUMBER:** 3

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLC0206120-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MMT H25291396	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC0206121-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR 066043289 (AOS) WLR 066045845 (AZ, CA, MA)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> <b>CANADIAN COMM. GENERAL LIAB.</b> <input checked="" type="checkbox"/> <b>CANADIAN UMBRELLA</b>			8845933 (DED: CDN 500,000) 8845643 (SIR: CDN 10,000)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	LIMIT    CDN 1,000,000 LIMIT    CDN 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470  
 State of New Hampshire and New England Central Railroad Inc. are included as Additional Insured on the General Liability where required by written contract. General Liability includes Contractual Liability where required by written contract.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire NH Department of Transportation PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.
- The Canadian Commercial General Liability and Canadian Umbrella Policies provide excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy and US Umbrella policy respectively.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Scheduled Railroad:</b>	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
<b>Designated Job Site:</b>	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

## Business Information

### Business Details

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Business Name:	SUPERIOR PLUS ENERGY SERVICES INC	Business ID:	780232
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/05/2017	Name in State of Incorporation:	SUPERIOR PLUS ENERGY SERVICES INC
Date of Formation in Jurisdiction:	09/26/1949	Mailing Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA
Principal Office Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA		
Citizenship / State of Incorporation:	Foreign/New York	Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual	Phone #:	NONE
Business Email:	CLS- CTARMSevidence@wolterskluwer.com	Fiscal Year End Date:	NONE
Notification Email:	CLS- CTARMSevidence@wolterskluwer.com		

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / Energy distribution notwithstanding the foregoing, the purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized to do business under the laws of NH.	

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**RYMES HEATING OILS, INC.**

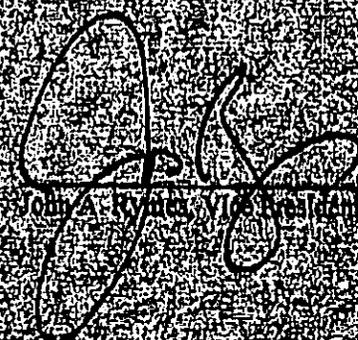
**Certificate Of Vote**

I, the undersigned, hereby certify that I am the duly elected and qualified Vice President of Rymes Heating Oils, Inc., a New Hampshire corporation (the "Corporation"), and hereby certify that:

Attached hereto as Exhibit A is a true and correct copy of the written consent of the sole director of the Corporation, authorizing the execution and delivery of the Consent to Assignment of Lease dated as of September 1, 2020 by and among Superior Plus Energy Services, Inc., the Corporation and the State of New Hampshire, Department of Transportation, which written consent has not been amended, revoked or rescinded in any manner and is in full force and effect as of the date hereof.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Appointment on the 14th day of September, 2010.



JOHN A. RYAN, Vice President

John A. Ryan, Vice President

EXHIBIT A

Written Consent of Sole Director

**RYMES HEATING OILS, INC.**

**Written Consent of Sole Director**

September 1, 2020

The undersigned, being the sole Director of Rymes Heating Oils, Inc., a New Hampshire corporation (the "Corporation"), does hereby waive any and all notice requirements contained in the Corporation's Bylaws and any New Hampshire statutory requirements pertaining thereto and hereby consents pursuant to NH RSA § 293-A:8.21 to the adoption of the following resolutions:

**Consent to Assignment of Lease**

**RESOLVED:** That, in connection with the performance of the Corporation's obligations under that certain Asset Purchase Agreement dated as of August 24, 2020 by and among Superior Plus Energy Services, Inc. ("Superior"), the Corporation and the other parties named therein, the Corporation be, and hereby is, authorized to enter into the Consent to Assignment of Lease by and among the Corporation, Superior and the State of New Hampshire, Department of Transportation (the "Consent"), attached hereto as Exhibit A.

**RESOLVED:** That Thomas J. Rymes be, and he hereby is, authorized to execute and deliver the Consent for and on behalf of the Corporation and in its name, the execution of the Consent by Thomas J. Rymes to be conclusive evidence of the authorization of his approval of any change and of the authorization of his execution and delivery of the Consent.

**General**

**RESOLVED:** That Thomas J. Rymes be, and he hereby is, authorized, for and on behalf of the Corporation and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as he shall deem necessary, desirable or appropriate to carry out the intent and purpose of any of the foregoing Resolutions.

*[Signature Page Follows]*

The undersigned has executed this consent as of the date hereof which also is

Signature of \_\_\_\_\_

A handwritten signature in dark ink, appearing to be "J. S. [unclear]", written over a horizontal line.

Exhibit A

Consent to Assignment of Lease

## AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO THE LEASE AGREEMENT ("Amendment") is entered into this \_\_\_\_ day of March, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, New Hampshire 03302-0483, (hereinafter referred to as "Landlord") and Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, New Hampshire 03301 (hereinafter referred to as "Tenant") (the Landlord and Tenant may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement on June 4, 2019, with respect to a portion of the State-owned Northern Railroad corridor at approximate Engineering Station 3645+00+/- to 3650+00, Valuation Section 32.1, Sheet 70 ("Lease").

NOW THEREFORE, the Parties mutually agree to amend the Lease as follows:

1. Section 2.02 of the Lease shall be amended to extend the term of the Lease for an additional six (6) months. The Lease shall terminate on October 31, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease.
2. The rent for the amended lease term shall be eleven thousand seven hundred fifty dollars (\$11,750), payable in advance, and due upon May 1, 2020. This payment shall be made payable to "TREASURER, STATE OF NH" and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
BUREAU OF FINANCE & CONTRACTS  
J.O. MORTON BUILDING  
PO BOX 483  
CONCORD, NH 03302-0483

If the total rent amount is not paid within ten (10) days after the due date, the Tenant agrees to pay a late charge of 5% of the total rental amount due.

If the Lease, as amended herein, is terminated before October 31, 2020, the Landlord will reimburse the Tenant for the pro rata proportion of the remaining number of days for which rent has been paid in advance but during which the Tenant no longer occupies the premises.

3. The Parties agree that all other provisions of the Lease not amended herein shall remain in full force and effect.
4. This Amendment and all obligations of the parties hereunder shall become effective upon approval by the Governor and Council of the State of New Hampshire.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

TENANT:  
Rymes Heating Oils, Inc.

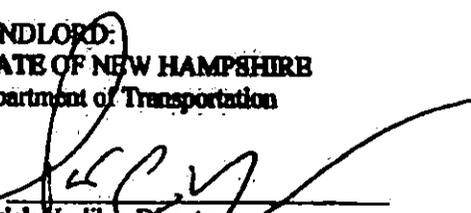
By: 

Date: 3/23/2020

Print Name and Title

John A. Rymes U.P.

LANDLORD:  
STATE OF NEW HAMPSHIRE  
Department of Transportation

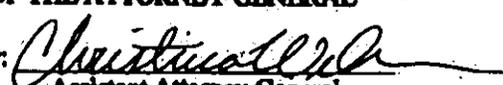
By: 

Date: 3/23/2020

Patrick Herlihy, Director  
Division of Aeronautics, Rail & Transit  
New Hampshire Department of Transportation

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on March 25, 20 20.

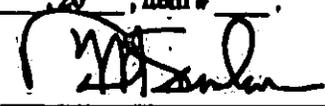
OFFICE OF THE ATTORNEY GENERAL

By: 

Assistant Attorney General

APR 08 2020

Approved by Governor and Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_\_.

ATTEST: 

DEPUTY SECRETARY OF STATE

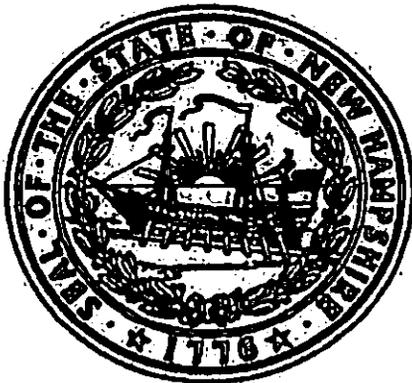
**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RYMES HEATING OILS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 07, 1973. 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: 14827

Certificate Number: 0004523091



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner  
Secretary of State

0004523091

**RYMES HEATING OILS, INC.**

**Unanimous Consent of Directors to Action  
in Lieu of Special Meeting**

The undersigned, being all of the directors of Rymes Heating Oils, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Company"), do hereby waive any and all notice requirements of the Company's Bylaws and consent pursuant to New Hampshire RSA 293-A:8.21, that the following actions be taken in lieu of a special meeting with such actions to be effective as of March 23, 2020:

**RESOLVED:** That the Company be authorized to become a party to, and perform its duties and exercise its rights under that certain Amendment to Lease Agreement by and between the Company and the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, in substantially the form attached hereto as Exhibit A (the "Lease Amendment") and each of the other documents and agreements that are contemplated by the Lease Amendment or are otherwise necessary or useful in connection therewith, which documents and agreements shall be in a form acceptable to the Officers of the Company (together with the Lease Amendment, the "Transaction Documents");

**RESOLVED:** That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company, to negotiate, execute and deliver the Transaction Documents for and on behalf of the Company and in its name, the execution of such Transaction Documents by such Officer to be conclusive evidence of the authorization of his or her approval of any change and of the authorization of his or her execution and delivery of such Transaction Documents;

**RESOLVED:** That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as they or any of them shall deem necessary, desirable or appropriate in order to consummate and perform the transactions described in and contemplated by the Transaction Documents, or to otherwise carry out the intent and purpose of any of the foregoing Resolutions; and

**RESOLVED:** That all actions heretofore taken by any Officer of the Company which would have been authorized if taken after adoption of the foregoing Resolutions be, and they hereby are, and each of them hereby is, approved, adopted, ratified and confirmed.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

**IN WITNESS WHEREOF**, the undersigned have executed this written Consent as of the date first written above.



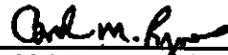
---

James T. Rymes, Director



---

John A. Rymes, Director



---

Carol M. Rymes, Director

Client#: 1023993

RYMESHEA1

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2020

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).

<b>PRODUCER</b> USI Insurance Services, LLC 76 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	<b>CONTACT NAME</b> PHONE (Area No. Ext): 855 874-0123	FAX (Area No.): 877-775-0110
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> State of New Hampshire NH Department of Transportation New England Central Railroad PO Box 483 Concord, NH 03302-0483	<b>INSURER A:</b> Citizens Insurance Company of America	NAIC # 31534
	<b>INSURER B:</b> Hannover Insurance Company	22282
	<b>INSURER C:</b> Alliance Phenolal Benefit Ins. Co.	41840
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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.

CLASS	TYPE OF INSURANCE	ADDITIONAL PERIOD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBPD07788403	10/28/2019	10/28/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input checked="" type="checkbox"/> MCB-80  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		AWPD07789003	10/28/2019	10/28/2020	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER NUMBER EXCLUDED? Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER-STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Railroad Protective Lib.		LHPH02701300	06/04/2019	06/04/2020	\$1,000,000 Occurrence \$2,000,000 Aggregate

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

RE: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

The General Liability and Auto policies provide a Blanket Additional Insured status to the State of New Hampshire and the New England Central Railroad, Inc. when required by written contract.

Railroad Protective policy issued per written contract with Rymes Heating Oils, Inc.

<b>CERTIFICATE HOLDER</b>  NH Department of Transportation Bureau of Rail & Transit PO Box 483 Concord, NH 03302-0483	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

© 1988-2015 ACORD CORPORATION. All rights reserved.



PO BOX 483  
CONCORD NH 03302-2548  
(603) 224-7397

# CERTIFICATE OF INSURANCE

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, AND NO EXTENSION OF COVERAGE AFFORDED BY THE POLICY BELOW. THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

Certificate # 88

Rymse Heating Oil, Inc  
Post Office Box 2848  
Concord, NH 03302-2548

IF THE NAME OF THE PRODUCER, ISSUED BY THE COMPANY, DOES NOT APPEAR HEREON, THE PRODUCER'S NAME(S) IS/ARE LISTED IN THE POLICY. THIS CERTIFICATE IS NOT VALID UNLESS IT IS ISSUED BY THE PRODUCER(S) LISTED IN THE POLICY. THE PRODUCER(S) IS/ARE LISTED IN THE POLICY.

COVERAGE AFFORDED UNDER NO LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY		POLICY NUMBER	PART OF VEHICULAR
<input type="checkbox"/> Contract <input type="checkbox"/> Expanded <input type="checkbox"/> Policy Term	WORKERS COMPENSATION (1) 03302-2548-2848-1 PERSONAL AUTO		
<input type="checkbox"/> Non-Admitted <input type="checkbox"/> Admitted	BODY ONLY BY ACCIDENT \$1,000,000		
<input type="checkbox"/> Non-Admitted <input type="checkbox"/> Admitted	BODY ONLY BY DAMAGE POLICY TERM \$1,000,000		
<input type="checkbox"/> Non-Admitted <input type="checkbox"/> Admitted	BODY ONLY BY DAMAGE EACH PERSON \$1,000,000		

The certificate expiration date is indicated by the expiration date in the upper right corner of this certificate.

NOTICE OF CANCELLATION: (See applicable terms & conditions below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to the policyholder.

(NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST)

State of New Hampshire, Department of  
Transportation  
Bureau of Bill & Transit  
P.O. Box 483  
Concord, NH 03302-2548

*Rymse Heating Oil, Inc*  
Authorized Representative

Company, NH  
033-224-7397  
Date Issued: 12/18/2010



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #107  
Tabled 6-19-19  
Approved 7-10-19



William Cass, P.E.  
Assistant Commissioner

Bureau of Rail and Transit  
June 5, 2019

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

REQUESTED ACTION

Pursuant to RSA 228:57 authorize the Department of Transportation to enter into a **RETROACTIVE** lease of a 65,100 square foot parcel of State-owned land located on the Northern Railroad Corridor in the City of Lebanon to Rymes Heating Oils, Inc. for \$21,538.00, retroactive to June 1, 2019 and effective upon Governor and Executive Council and ending April 30, 2020.

Rental income will be credited as follows:

FY 2019

04-096-096-964010-2991	
Special Railroad Account	
009-403532 Railroad Property Sale or Lease	\$21,538.00

EXPLANATION

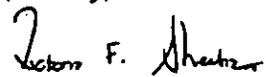
This request to enter into a lease agreement with Rymes is retroactive because the parties were unable to vet all railroad related issues, finalize lease terms and insurance requirements, and collect signatures in time to submit the lease for consideration by Governor and Council prior to June 1, 2019.

RSA 228:57 allows the Department to sell or lease portions of railroad property for the continued operation of a railroad. Pursuant to RSA 228:57, the Department of Transportation seeks to lease a 65,100 square foot parcel of the State-owned railroad corridor to Rymes Heating Oils, Inc. (Rymes). Rymes is currently utilizing the parcel in conjunction with active railroad operations by the New England Central Railroad (NECR), the entity with railroad operating rights to the subject property. The proposed lease will not interfere with NECR's active railroad operations because the parcel to be leased is adjacent to the railroad track that Rymes presently uses for unloading fuel products and related commodities pursuant to a Side Track Agreement between Rymes and NECR. In furtherance of current railroad operations, Rymes proposes to construct and maintain railroad fuel transload facilities.

Rymes has been utilizing the parcel pursuant to a temporary use agreement between Rymes and the Department, which expired on May 31, 2019. The Department proposes to lease the parcel to Rymes for an interim period while the operating agreement between the State and the railroad (NECR) is renegotiated and a more appropriate sublease is prepared between the railroad (NECR) and Rymes. The term of the lease shall terminate on April 30, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State and NECR. The use of this parcel will enhance the railroad corridor's current use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for improvements to railroad service.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

**LEASE AGREEMENT**

THIS LEASE, made and entered into this 4<sup>th</sup> day of June, 2019, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, NH 03301, hereinafter called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

**1. DEMISE OF THE PREMISES**

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby leases and demises to the TENANT the premises located in the City of Lebanon on the State-owned Northern railroad corridor and nearly opposite Engineering Station 3645+00+/- to 3650+00, as shown on the attached Railroad Valuation Section 32.1 Sheet 70 (EXHIBIT A).

**2. TERM AND EFFECTIVE DATE.**

2.01 The term of this lease shall begin on the 1st day of June, 2019 ("Lease Term").

2.02 This lease shall terminate on April 30, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.03 The Effective Date of this Agreement shall be the date Governor and Council of the State of New Hampshire approve this LEASE ("Effective Date").

2.04 In the event that this LEASE does not become effective, the LANDLORD shall have no liability to the TENANT, including without limitation, any obligation to reimburse the TENANT for any costs incurred by the TENANT relating to its use of the premises. If the TENANT performs any alterations or improvements, or incurs any expenses associated with this LEASE prior to the Effective Date, the TENANT is doing so at the sole risk of the TENANT.

Initial 

**3. SECURITY DEPOSIT AND RENT**

3.01 Intentionally Omitted.

3.02 All real or personal property taxes assessed by the City of Lebanon as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."

3.03 Rent for the Lease Term shall be twenty-one thousand five hundred thirty-eight dollars (\$21,538), payable in advance, and due upon June 1, 2019. This payment shall be made payable to "TREASURER, STATE OF NH" and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
BUREAU OF FINANCE & CONTRACTS  
J. O. MORTON BUILDING  
PO BOX 483  
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of 5% of the total rental amount due.

If this LEASE is terminated before April 30, 2020, the LANDLORD will reimburse the TENANT for the pro rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

**4. QUIET ENJOYMENT**

4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

**5. USE OF PREMISES**

5.01 The premises shall be used and occupied by the TENANT exclusively as trans-load and short-term storage of fuel products transported by rail, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

Initial 

- 5.02 The TENANT's use of the premises shall be as shown on EXHIBIT B and shall include the following equipment and site improvements: chain link fencing around its work area with lockable gates; two (2) storage tanks (currently unconnected and unused); a field office; site lighting.
- 5.03 The TENANT agrees that the purpose of this LEASE is to allow for the transportation and transloading of fuel products and is in furtherance of continued rail operations on the Northern Railroad. The TENANT's use of the premises shall not interfere with active railroad operations or the Railroad Operator's use of the railroad property.
- 5.04 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

## 6. MAINTENANCE OF PREMISES

- 6.01 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises, including the structures and equipment located thereon, in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.
- 6.02 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear excepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs. This provision shall survive the termination or expiration of this LEASE.

## 7. DAMAGE TO PREMISES

- 7.01 If the premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

## 8. ALTERATIONS AND IMPROVEMENTS

- 8.01 Except as otherwise provided for in this LEASE and the "Prosecution of Work" attached hereto as EXHIBIT C and incorporated by reference into this LEASE, the TENANT shall make no alterations to the premises or construct any building or make other improvements

Initial

Handwritten initials, possibly "JL", written in black ink over a circular stamp or mark.



of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the premises. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and operating railroad, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents 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 TENANT or from the use, maintenance, installation, removal or existence of this facility, regardless of any negligence on the part of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the premises shall be deemed agents of the TENANT. This covenant shall survive the termination of this LEASE.

13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

13.03 The TENANT 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, designating "the State of New Hampshire" and the "New England Central Railroad, Inc." as additional named insureds:

13.03.1 Commercial General Liability:  
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.03.2 Comprehensive Automobile Liability:  
\$500,000.00 combined single limit

13.03.3 Railroad Protective Public and Property Damage Liability:  
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.04 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this LEASE. Nothing contained herein shall be construed as a waiver of sovereign immunity.

13.05 No provision of this LEASE is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this LEASE or the premises.

#### 14. **HOLDOVER BY TENANT**

14.01 No holdover by the TENANT will be permitted.



**15. DEFAULT**

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

**16. TERMINATION OF LEASE FOR CAUSE**

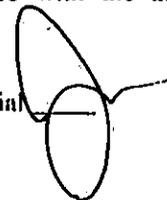
16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

**17. TERMINATION FOR CONVENIENCE**

17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above

A handwritten signature or set of initials, possibly 'J. S.', written in black ink. The signature is stylized and somewhat cursive, with a horizontal line extending to the right from the bottom of the final letter.

provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

**18. SURRENDER OF THE PREMISES**

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

**19. INDEMNIFICATION AND RELEASE FROM LIABILITY**

19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

**20. DISCRIMINATION PROHIBITED**

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**21. MISCELLANEOUS**

21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 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 registered or certified mail, postage prepaid, in a United States Post Office.

Initial 

To NHDOT/Landlord:

NH Department of Transportation  
Bureau of Rail & Transit  
PO Box 483  
Concord, NH 03302-0483

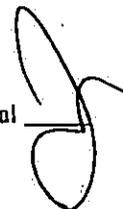
Attention: Louis A. Barker  
Railroad Planner

To the Tenant:

Rymes Heating Oils, Inc.  
257 Sheep Davis Road  
Concord, NH 03301

Attention: Mr. Brian G. Woodward  
Chief Financial Officer

- 21.03 **Extent of Instrument, Choice of Laws, Amendment, etc.** This LEASE, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. This LEASE 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.
- 21.04 **No Waiver of Breach.** No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.
- 21.05 **Unenforceable Terms.** If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.
- 21.06 **Entire LEASE.** This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 21.07 **No Waiver of Sovereign Immunity.** No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.



IN WITNESS WHEREOF, the parties hereto have set their hands the date first-written above.

TENANT:

By: [Signature]  
Print Name and Title

Date: June 4, 2019

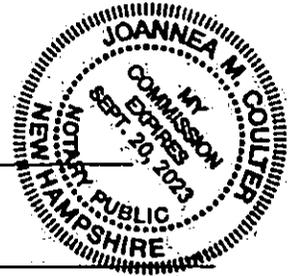
STATE OF NH  
COUNTY OF Merrimack

On, June 4th, 2019, before the undersigned officer personally appeared John Rymas known to me (or satisfactorily proven) to be the VP of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

6/4/19  
Date

[Signature]  
Notary Public



LANDLORD:  
STATE OF NEW HAMPSHIRE  
Department of Transportation

By: [Signature]  
Commissioner

Approved by Attorney General this 7 day of June, 2019, as to form and execution.

By: [Signature]  
Assistant Attorney General

Approved by Governor and Council on JUL 10 2019, 2019, Item #

ATTEST: [Signature]  
**DEPUTY SECRETARY OF STATE**

Initial [Signature]

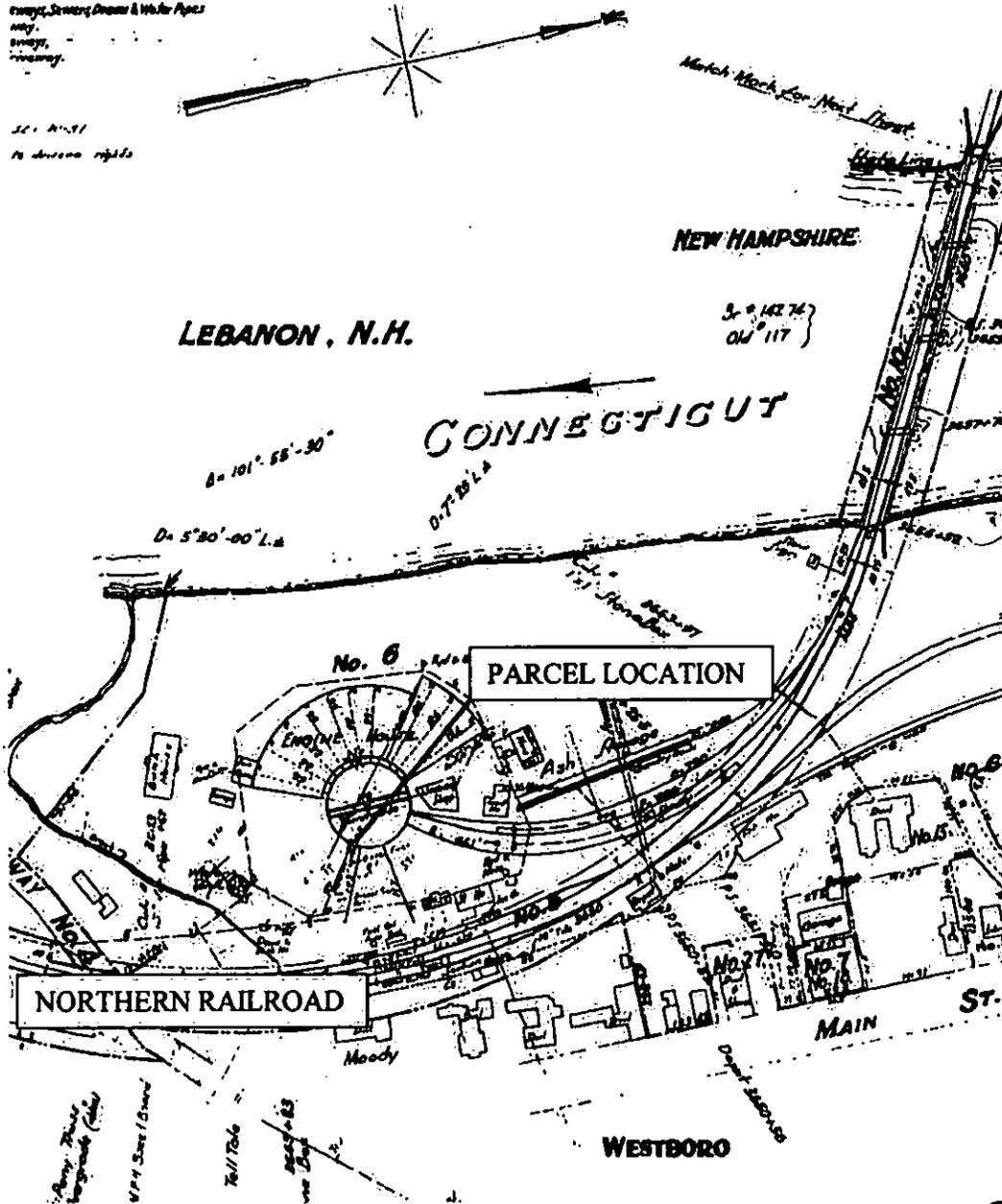
**EXHIBIT A**

**NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF RAIL & TRANSIT**

**LEASED TO RYMES HEATING OILS, INC.  
Valuation Section 32.1 Sheet 70  
Engineering Station 3645+00+/- to 3650+00  
LEASED AREA 65,100 +/- SQ. FT.**

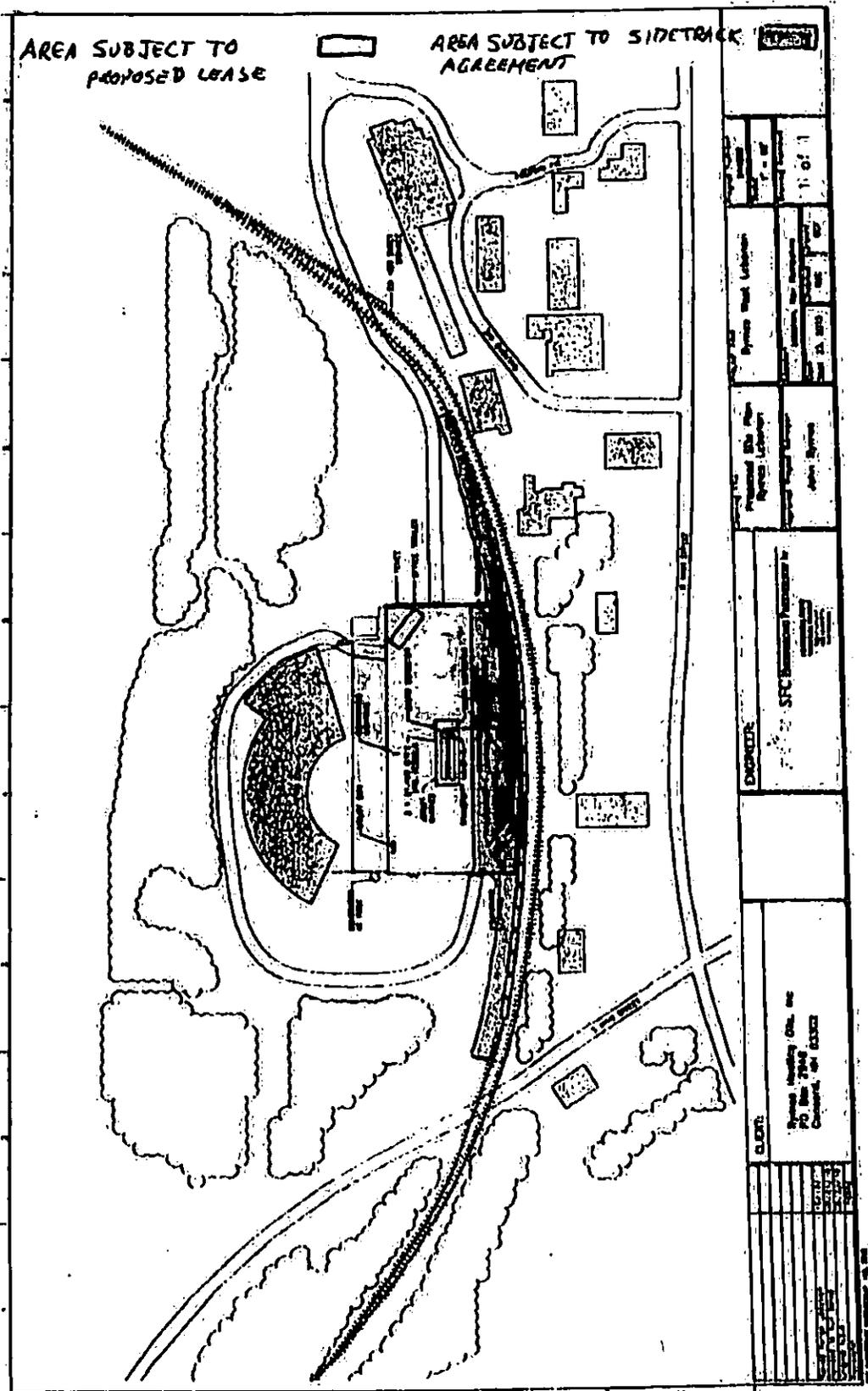
Compare, Survey, Drawn & White Paper  
only  
Survey,  
recovery.

Scale: 1"=50'  
As shown on file



Initial 

EXHIBIT B



## **PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY**

### **DESCRIPTION OF WORK**

This Prosecution of Work covers the use of a portion of the State-owned Northern Railroad Line Westboro Railroad Yard in West Lebanon, New Hampshire by Rymes Heating Oils ("TENANT") for the storage and staging of materials and equipment related to the transloading of Propane from railroad cars to delivery trucks. The TENANT will access the work site from Railroad Avenue on the east side of the railroad corridor. The TENANT is only authorized to cross the railroad corridor at existing crossings and not come any closer to the railroad tracks than 15 ft. at any other location.

A job office trailer, trucks, equipment, containers and tanks for the transloading, storage and transport of propane shall be located on the existing paved area easterly of the old engine house. This Prosecution of Work and the accompanying LEASE cover the portion of the NH DOT owned railroad property used by the TENANT that is outside the portion covered in the side track agreement between the TENANT and New England Central Railroad.

### **RAILROAD OWNER & OPERATOR**

The Railroad Corridor Owner and Operator in the subject area are:

State of New Hampshire Department of Transportation (Railroad Corridor Owner)  
Bureau of Rail & Transit  
PO Box 483  
Concord, New Hampshire 03302  
Tel. (603) 271-2468

New England Central Railroad (Railroad Operator)  
Mr. Jeffrey Castle, General Manager  
1 Depot Street  
Palmer, MA 01690  
Tel. (716) 827-2718

### **RAILROAD COORDINATION**

The portion of the NH DOT railroad property covered and described in the LEASE and shown in Exhibit A is located adjacent to an active railroad line that has both scheduled and unscheduled train traffic daily. The TENANT shall not impede train traffic or railroad activities in any way by the use of NH DOT railroad property. The TENANT shall check **DAILY** with the Railroad Operator to coordinate the TENANT's work with anticipated train movements for that day. The State and the Railroad Operator shall not be held liable for any delays in the TENANT's movements or work caused by the Railroad Operator blocking the crossings while moving and switching rail cars.

## EXHIBIT C

### **RIGHT-OF-WAY AND PROTECTION OF PROPERTY**

The TENANT shall not modify, excavate, bury materials or alter the NH DOT railroad property in any way without first obtaining written approval and permission of the NH DOT Bureau of Rail & Transit.

The TENANT shall not block or restrict access to the historical railroad structures, land leased or owned by the City of Lebanon or the City of Lebanon sewer facility in its use of NH DOT railroad property.

### **CONSTRUCTION REQUIREMENTS**

The TENANT shall comply with the following requirements to enter onto utilize the NH DOT Railroad property to perform their work:

1. The TENANT shall contact Dig Safe (1-888-344-7233) prior to starting any preparatory site work on the project. The TENANT is responsible for locating all underground utilities and preventing damage to them during their operations. The TENANT shall notify the NH DOT Bureau of Rail & Transit in advance of requesting a Dig Safe permit.
2. The TENANT shall submit a plan to the NH DOT Bureau of Rail & Transit showing any proposed facility changes and shall obtain the approval and permission from the Bureau of Rail & Transit prior to making any modifications to the storage area or operations.
3. The TENANT shall apply for and obtain all City of Lebanon Permits prior to making any changes to their operations or to their proposed modifications to the site.
4. No additional work or modifications to the site or transload operations on this site shall be made without the prior approval of the NH DOT Bureau of Rail & Transit. This includes making any hookups or modifications to the existing unused unconnected propane storage tanks sitting on the site.
5. The TENANT shall erect any required fencing and other protection measures necessary around the subject property and operations.
6. **Crossing Protocols** – The TENANT's, subcontractor's and supplier's vehicles and equipment shall come to a FULL STOP a safe distance from the tracks at all crossings. The vehicle operator shall look both ways to ensure a train is not coming before proceeding across the tracks.
7. The TENANT shall be responsible for all costs to repair damage to the railroad property caused by their work.
8. Upon termination of the LEASE, unless a subsequent lease is successfully entered into between the TENANT and the State or the Railroad Operator, the TENANT shall regrade the site, remove all of its equipment and materials and return all disturbed areas of the railroad property to their original condition. In addition the TENANT shall be responsible for 50% of the cost to repave the entire asphalt paved area when all of their operations are complete. Repaving must be completed within eight (8) months of the TENANT vacating the property. If not completed within 8 months the TENANT will not be responsible for 50% or any portion of the cost. The

**EXHIBIT C**

TENANT will pay its portion directly to the paving contractor and the contractor should bill the TENANT directly for 50% of the cost. The TENANT's portion of the cost will not exceed \$10,000. (Note: This section shall be included in any prevailing lease.)

9. Upon termination and without a prevailing lease, the TENANT shall notify the NH DOT Bureau of Rail & Transit when all work on the railroad property has been completed, including all clean up, so the Bureau can send a representative to inspect the work area. The TENANT will be required to complete all cleanup work that is found to be unsatisfactory by the Bureau. If the TENANT does not complete the required work, including fence reconstructions and paying its apportioned cost for repavement, then the Bureau will hire other contractors to perform the work and bill the costs to the TENANT.

# 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 RYMES HEATING OILS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 07, 1973. 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: 14827

Certificate Number: 0004523091



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner", written over a horizontal line.

William M. Gardner  
Secretary of State

**RYMES HEATING OILS, INC.**

**Unanimous Consent of Directors to Action  
in Lieu of Special Meeting**

The undersigned, being all of the directors of Rymes Heating Oils, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Company"), do hereby waive any and all notice requirements of the Company's Bylaws and consent pursuant to New Hampshire RSA 293-A:8.21, that the following actions be taken in lieu of a special meeting with such actions to be effective as of June 4, 2019:

**RESOLVED:** That the Company be authorized to become a party to, and perform its duties and exercise its rights under (i) the Lease Agreement (the "Lease") by and among the Company and the New Hampshire Department of Transportation, Bureau of Rail and Transit, in substantially the form attached hereto as Exhibit A and (ii) each of the other documents and agreements that are contemplated by the Lease or are otherwise necessary or useful in connection therewith, which documents and agreements shall be in a form acceptable to the Officers of the Company (together with the Lease, the "Transaction Documents");

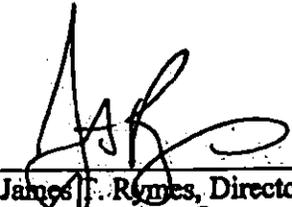
**RESOLVED:** That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company, to negotiate, execute and deliver the Transaction Documents for and on behalf of the Company and in its name, the execution of such Transaction Documents by such Officer to be conclusive evidence of the authorization of his or her approval of any change and of the authorization of his or her execution and delivery of such Transaction Documents;

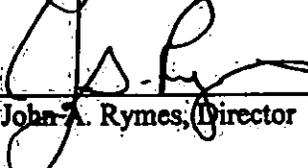
**RESOLVED:** That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as they or any of them shall deem necessary, desirable or appropriate in order to consummate and perform the transactions described in and contemplated by the Transaction Documents, or to otherwise carry out the intent and purpose of any of the foregoing Resolutions; and

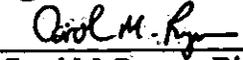
**RESOLVED:** That all actions heretofore taken by any Officer of the Company which would have been authorized if taken after adoption of the foregoing Resolutions be, and they hereby are, and each of them hereby is, approved, adopted, ratified and confirmed.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

**IN WITNESS WHEREOF**, the undersigned have executed this written Consent as of the date first written above.

  
\_\_\_\_\_  
James E. Rymes, Director

  
\_\_\_\_\_  
John A. Rymes, Director

  
\_\_\_\_\_  
Carol M. Rymes, Director

Client#: 1023993

RYMESHEA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/04/2019

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
75 John Roberts Road, Building C
South Portland, ME 04106
855 874-0123
INSURER(S) AFFORDING COVERAGE: INSURER A: Citizens Insurance Company of America (NAIC # 31534)
INSURER B: Hanover Insurance Company (22292)
INSURER C: Certain Underwriters at Lloyd's (85202)
INSURER D: Alliance Financial Benefit Ins. Co. (41840)

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.

Table with columns: POLICY EFF. DATE, POLICY EXP. DATE, POLICY NUMBER, TYPE OF INSURANCE, LIMITS. Includes Commercial General Liability (ZBPD07788402) and Automobile Liability (AWPD07789002).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

General Liability policy includes Contractual Liability Railroads Endorsement #CG2417 10 01.
General Liability and Auto policies provide blanket additional insured status to New England Central (See Attached Descriptions)

CERTIFICATE HOLDER: State of New Hampshire, NH Department of Transportation, PO Box 483, Concord, NH 03302-0483
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: [Signature]

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**DESCRIPTIONS (Continued from Page 1)**

Railroad, Inc. and the State of New Hampshire as required by written contract.

Client#: 1023993

RYMESHEA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRODUCER: USI Insurance Services, LLC; CONTACT: 855 874-0123; INSURER A: Hannover Insurance Company; NAIC #: 22292

INSURED: State of New Hampshire, NH Department of Transportation, New England Central Railroad, PO Box 483, Concord, NH 03302-0483

COVERAGES, CERTIFICATE NUMBER, REVISION NUMBER. THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE...

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Railroad Protective Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

CERTIFICATE HOLDER: NH Department of Transportation; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...



P.O. Box 3598  
 Concord, NH 03302-3898  
 (603) 224-7337

## CERTIFICATE OF INSURANCE

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.

**This is to certify that:**      Rymes Heating Oils, Inc      **Certificate #: 69**  
    Post Office Box 2948  
    Concord, NH 03302-2948

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE:      NH

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY		
	Continuous*					
	Extended					
	Policy Term					
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2019-01/01/2020		P000654NH-SMTA2019		Bodily Injury By Accident	\$1,000,000
				Bodily Injury by Disease Policy Limit	\$1,000,000	
				Bodily Injury by Disease Each Person	\$1,000,000	
Description of Operations:						
ADDITIONAL COMMENTS:						

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire Department of  
 Transportation

PO Box 483  
 Concord, NH 033020483

\_\_\_\_\_  
 Authorized Representative

Concord, NH	603-224-7337	06/04/2019
Office	Phone Number	Date Issued

POLICY NUMBER: ZBP D077884 02

COMMERCIAL GENERAL LIABILITY  
CG 24 17 10 01**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CONTRACTUAL LIABILITY – RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Scheduled Railroad:	Designated Job Site:
New England Central Railroad Inc, 2 FEDERAL ST, ST. ALBANS, VT 05470	36 Railroad Ave, West Lebanon, NH 03784

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

## 9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.





THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

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

Bureau of Construction September 25, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract amendment, (Contract #41069) with J.P. Sicard, Inc., (Vendor 227157), of Barton, VT, by increasing the contract amount by \$43,346.25 (from \$1,069,513.00 to \$1,112,859.25) for roadway slope repair on NH 16, in Errol, NH effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

	<u>FY 2021</u>
04-96-96-963515-3054	
Consolidated Federal Aid	
400-500870 Highway Contract Payments	\$43,346.25

EXPLANATION

The Errol X-A004(565), 41069 contract was approved by Governor and Council on June 10, 2020 (Item #30) on a basis of a low bid for an original contract encumbrance of \$1,069,513.00. The contract is proposed to be increased by a total of \$43,346.25 as a result of the following:

The scope of the original project was focused on the realignment of Route 16 to allow space for the construction and future maintenance of a stabilized slope along the Magalloway River. However, the project begins on a horizontal curve with a documented crash history, crashes that have involved commercial trucks with trailers. The curve geometry warrants additional shoulder width on the inside of the curve to accommodate trailer off-tracking of large trucks. Adding this shoulder widening improvement to the slope stabilization work is a safety improvement Route 16 can take advantage of as part of the current project. Final completion date for this contract is June 18, 2021.

This project funding is 80% Federal – FLAP (Forest Land Access Program) and conventional federal aid, with anticipated utilization of Turnpike Toll Credits for the states 20% match, effectively using 100% Federal Funds.

Your approval of this resolution is respectfully requested.

Sincerely,

[Handwritten signature of Victoria F. Sheehan]

Victoria F. Sheehan Commissioner

Attachments

41069



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #30  
Date 6/10/20



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Construction  
April 1, 2020

**REQUESTED ACTION**

1. Authorize the Department of Transportation to enter into a contract with J.P. Sicard, Inc. (Vendor 227157) of Barton, VT, on the basis of a single bid of \$1,069,513.00 for roadway slope repair on NH 16, from the date of Governor and Council approval through June 18, 2021, unless extended by the Department in accordance with the Standard Specifications. 100% Federal Funds.

Funding is available in State Fiscal Year 2020 and Fiscal Year 2021 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Funding is available as follows:	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
400-500870 Highway Contract Payments	\$347,591.74	\$721,921.26

2. Further authorize that a contingency in the amount of \$53,475.65 be approved for payment of latent conditions, which may appear during the construction of the project. The contingency requested is 5% of the contract amount.

Funding is available as follows:	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
400-500870 Highway Contract Payments		\$53,475.65

**EXPLANATION**

This project is part of the State's Ten Year Transportation Improvement Plan. This project is located on NH Route 16 in the Town of Errol, within the Umbagog National Wildlife Refuge, and includes a westerly relocation of NH 16 and stabilization of approximately 200 ft. of the adjacent Magalloway River bank. Work begins approximately 4.6 miles north of the NH 16/NH 26 intersection, and continues 1,550 ft. north to approximately 4.9 miles north of the NH 16/26 intersection. The project consists of full box reconstruction of NH 16, and construction of an Engineered Log Jam (ELJ) for permanent slope stabilization of the Magalloway River bank, which has seen continued erosion since an initial slope failure in 2011, resulting in encroachment into NH 16. In 2011, the embankment began to fail and as a result Route 16 was moved west to avoid impact from the failure and barrier installed. The move west was made possible by a temporary easement granted by USF&W until a long term solution to stabilize the river

Page 2

bank was developed. Ancillary work includes existing pavement removal and re-grading, and drainage improvements.

The proposed contingency amount is 5% of the contract amount. The risk of overruns associated with the proposed work is higher due to uncertain ground conditions. Additionally, unanticipated work associated with the engineered log jam treatment, as well as the execution to minimize impacts to the adjacent shoreline may be required.

Although the bid costs exceeded the Department's estimate by 20.99%, the only bid received is felt to be reasonable for the work involved. Two items contributed to 74% of the overage. Both items are related to the Engineered Log Jam slope repair, and we have no previous bidding history. Re-advertising this project would result, in our opinion, in higher prices and prevent the completion of the work in a timely manner. The Department considers it to be in the best interest of the State to accept this bid to accomplish these needed repairs.

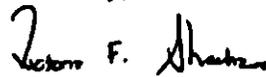
The Contractor has been prequalified by this Department. The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available and the bid reasonably conforms to the engineer's estimate in accordance with State procedure. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

This project funding is: 80% Federal - FLAP (Forest Land Access Program) and conventional federal aid, with anticipated utilization of Turnpike Toll Credits for the State's 20% match, effectively using 100% Federal Funds.

A copy of the Tabulation of Bids received for this project is attached along with the Contract Supplemental Sheet and a map indicating the location of the project.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/pcj

Department Estimate: \$ 884,000.00  
Contract Amount: \$1,069,513.00  
Over Estimate: \$ 185,513.00  
Attachments



# ABC Bid Data

ERROL  
41069  
X-A004(565)

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PROJECT:	ERROL	Awarded To:	SICARD INC, J P	Certified by:	<u>PETER E. STAMNAS</u>
STATE PROJECT NUMBER:	41069		234 GLOVER ROAD		Director of Project Development
FED. PROJECT NUMBER:	X-A004(565)		BARTON, VT 05822		
DATE BIDS OPEN:	March 19, 2020, 2:00	Amount:	\$1,069,513.00		
SCOPE OF WORK:	Repair failed roadway slope along NH 16 abutting the Magalloway River	Award Date:			
COMPLETION DATE:	June 18, 2021				
LOCATION:	Coos				

## Summary of Bidders

Contractor	Bid Amount	Rank
SICARD INC, J P 234 GLOVER ROAD, BARTON, VT 05822	\$1,069,513.00	A

Item No.	Description	Unit	Quantity	PRICE		SICARD INC., J.P. 234 GLOVER ROAD BARTON, VT 05822		Unit Price	Total
				Unit Price	Total	Unit Price	Total		

Items

201.1	CLEARING AND GRUBBING (F)	A	.80	\$9,000.00	\$7,200.00	\$22,000.00	\$17,600.00		
201.231	HARVEST TREES WITH ROOT WADS FOR ENGINEERED LOG JAM	EA	50.00	\$200.00	\$10,000.00	\$435.00	\$21,750.00		
201.232	TREES WITH ROOT WADS FOR ENGINEERED LOG JAM	EA	200.00	\$150.00	\$30,000.00	\$575.00	\$115,000.00		
202.41	REMOVAL OF EXISTING PIPE 6-24" DIAMETER	LF	95.00	\$25.00	\$2,375.00	\$18.00	\$1,710.00		
202.74	REMOVAL OF CONCRETE BARRIER	LF	200.00	\$4.00	\$800.00	\$9.00	\$1,800.00		
203.1	COMMON EXCAVATION	CY	7,400.00	\$10.00	\$74,000.00	\$11.00	\$81,400.00		
203.11	COMMON EXCAVATION - LRS	CY	290.00	\$12.00	\$3,480.00	\$15.00	\$4,350.00		
203.801	EMBANKMENT-IN-PLACE	CY	90.00	\$20.00	\$1,800.00	\$6.00	\$540.00		
206.1	COMMON STRUCTURE EXCAVATION	CY	120.00	\$30.00	\$3,600.00	\$18.00	\$2,160.00		
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	20.00	\$80.00	\$1,200.00	\$40.00	\$800.00		
208.1	GRANULAR BACKFILL	CY	30.00	\$45.00	\$1,350.00	\$40.00	\$1,200.00		
214.	FINE GRADING	U	1.00	\$14,000.00	\$14,000.00	\$5,775.00	\$5,775.00		
304.1	SAND (F)	CY	1,700.00	\$25.00	\$42,500.00	\$24.00	\$40,800.00		
304.2	GRAVEL (F)	CY	1,850.00	\$30.00	\$55,500.00	\$23.00	\$44,850.00		
304.3	CRUSHED GRAVEL (F)	CY	2,100.00	\$35.00	\$73,500.00	\$24.00	\$50,400.00		
403.11	HOT BITUMINOUS PAVEMENT, MACHINE METHOD	TON	1,000.00	\$95.00	\$95,000.00	\$104.00	\$104,000.00		
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	TON	12.00	\$140.00	\$1,680.00	\$283.00	\$3,396.00		
403.8	PAVEMENT JOINT ADHESIVE	LF	3,100.00	\$0.50	\$1,550.00	\$1.30	\$4,030.00		
403.99	TEMPORARY BITUMINOUS PAVEMENT	TON	5.00	\$200.00	\$1,000.00	\$561.00	\$2,805.00		
410.22	ASPHALT EMULSION FOR TACK COAT	GAL	205.00	\$4.00	\$820.00	\$11.00	\$2,255.00		
417.	COLD PLANKING BITUMINOUS SURFACES	SY	590.00	\$3.00	\$1,770.00	\$16.00	\$9,440.00		
620.1	CONCRETE CLASS A	CY	8.00	\$700.00	\$5,600.00	\$500.00	\$4,000.00		
644.1	REINFORCING STEEL (ROADWAY)	LB	80.00	\$5.00	\$400.00	\$2.00	\$160.00		
685.3	STONE FILL, CLASS C	CY	20.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00		
693.322	GEOTEXTILE STABILIZATION, CL. 2, MONOFILAMENT, WOVEN	SY	6,300.00	\$3.00	\$18,900.00	\$1.50	\$9,450.00		
803.00218	18" R.C. PIPE, 20000	LF	30.00	\$60.00	\$1,800.00	\$136.00	\$4,080.00		
803.00318	18" R.C. PIPE, 30000	LF	80.00	\$70.00	\$5,600.00	\$129.00	\$10,320.00		
803.91018	18" IN-LINE BACKFLOW CHECK VALVE	EA	1.00	\$3,000.00	\$3,000.00	\$3,460.00	\$3,460.00		
803.91018	18" IN-LINE BACKFLOW CHECK VALVE	EA	1.00	\$3,500.00	\$3,500.00	\$4,450.00	\$4,450.00		
806.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	100.00	\$27.50	\$2,750.00	\$36.00	\$3,600.00		

Item No.	Description	Unit	Quantity	PR&E		SECARD INC., J.P. 234 GLEWEE ROAD BARTON, VT 05822		Unit Price	Total
				Unit Price	Total	Unit Price	Total		
015.0301	TRAFFIC SIGN TYPE C	SF	73.25	\$40.00	\$2,930.00	\$80.00	\$4,395.00		
015.033	REMOVING TRAFFIC SIGN, TYPE C	U	1.00	\$50.00	\$50.00	\$30.00	\$30.00		
015.0801	TRAFFIC SIGN TYPE CC	SF	8.00	\$25.00	\$200.00	\$20.00	\$160.00		
018.7	FLAGGERS	HR	1,000.00	\$30.00	\$30,000.00	\$35.00	\$35,000.00		
018.1	MAINTENANCE OF TRAFFIC	U	1.00	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00		
019.253	PORTABLE CHANGEABLE MESSAGE SIGN (UNIT WEEK)	UNWK	4.00	\$240.00	\$960.00	\$840.00	\$2,560.00		
021.31	SINGLE DELINEATOR WITH POST	EA	30.00	\$40.00	\$1,200.00	\$52.00	\$1,560.00		
022.1	STEEL WITNESS MARKERS	EA	5.00	\$40.00	\$200.00	\$44.00	\$220.00		
028.2	SAWED BITUMINOUS PAVEMENT	LF	80.00	\$2.00	\$120.00	\$3.00	\$180.00		
032.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	20,800.00	\$0.25	\$5,125.00	\$0.21	\$4,305.00		
045.0001	TURBIDITY BARRIER	LF	310.00	\$25.00	\$7,750.00	\$40.00	\$12,400.00		
045.3	EROSION STONE	TON	30.00	\$30.00	\$900.00	\$60.00	\$1,800.00		
045.42	TEMPORARY SLOPE MATTING TYPE B (WILDLIFE FRIENDLY)	SY	350.00	\$2.00	\$700.00	\$3.00	\$1,050.00		
045.456	CHANNEL STABILIZATION - ENGINEERED LOG JAM	U	1.00	\$85,000.00	\$85,000.00	\$136,682.00	\$136,682.00		
045.512	COMPOST SOCK FOR PERIMETER BERM	LF	1,550.00	\$4.50	\$6,975.00	\$5.00	\$7,750.00		
045.531	SILT FENCE	LF	2,850.00	\$2.50	\$6,625.00	\$2.00	\$5,300.00		
045.7	STORM WATER POLLUTION PREVENTION PLAN	U	1.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00		
045.71	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	HR	100.00	\$125.00	\$12,500.00	\$225.00	\$22,500.00		
048.3	TURF ESTABLISHMENT WITH MULCH AND TACKIFIERS	A	1.50	\$2,500.00	\$3,750.00	\$2,900.00	\$4,350.00		
047.1	HUMUS	CY	480.00	\$20.00	\$9,200.00	\$18.00	\$7,360.00		
047.112	HUMUS 12" DEEP	CY	700.00	\$20.00	\$14,000.00	\$18.00	\$12,600.00		
050.2	LANDSCAPING	U	1.00	\$18,000.00	\$18,000.00	\$27,500.00	\$27,500.00		
070.022	GNSS CONSTRUCTION INSPECTION EQUIPMENT	U	1.00	\$25,000.00	\$25,000.00	\$29,870.00	\$29,870.00		
082.	MOBILIZATION	U	1.00	\$85,000.00	\$85,000.00	\$100,400.00	\$100,400.00		
087.31	PROJECT OPERATIONS PLAN	U	1.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		
088.13	FIELD OFFICE TYPE C	MON	18.00	\$1,540.00	\$24,840.00	\$1,700.00	\$27,200.00		
088.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00		
1008.253	ALTERATIONS & ADDITIONS AS NEEDED - TEMPORARY NAVIGATION CONTROL	\$	1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00		
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00		
1010.2	ASPHALT CEMENT ADJUSTMENT	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
<b>Totals:</b>					<b>\$894,000.00</b>		<b>\$1,069,513.00</b>		

Item No.	Description	Unit	Quantity	P&E		SIGARD INC, J P 234 CLOVER ROAD BARTON, VT 05822			
				Unit Price	Total	Unit Price	Total	Unit Price	Total
Alt. Totals:									
Totals:					\$834,000.00		\$1,063,513.00		

PS&E Comparison

ERROL  
 41069  
 X-A004(565)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
<b>Items</b>								
201.1	CLEARING AND GRUBBING (F)	A	.80	\$22,000.00	\$17,600.00	\$9,000.00	\$7,200.00	\$10,400.00
201.231	HARVEST TREES WITH ROOT WADS FOR ENGINEERED LOG JAM	EA	50.00	\$435.00	\$21,750.00	\$200.00	\$10,000.00	\$11,750.00
201.232	TREES WITH ROOT WADS FOR ENGINEERED LOG JAM	EA	200.00	\$575.00	\$115,000.00	\$150.00	\$30,000.00	\$85,000.00
202.41	REMOVAL OF EXISTING PIPE 0-24" DIAMETER	LF	95.00	\$18.00	\$1,710.00	\$25.00	\$2,375.00	(\$665.00)
202.74	REMOVAL OF CONCRETE BARRIER	LF	200.00	\$9.00	\$1,800.00	\$4.00	\$800.00	\$1,000.00
203.1	COMMON EXCAVATION	CY	7,400.00	\$11.00	\$81,400.00	\$10.00	\$74,000.00	\$7,400.00
203.11	COMMON EXCAVATION - LRS	CY	290.00	\$15.00	\$4,350.00	\$12.00	\$3,480.00	\$870.00
203.601	EMBANKMENT-IN-PLACE	CY	90.00	\$6.00	\$540.00	\$20.00	\$1,800.00	(\$1,260.00)
206.1	COMMON STRUCTURE EXCAVATION	CY	120.00	\$18.00	\$2,160.00	\$30.00	\$3,600.00	(\$1,440.00)
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	20.00	\$40.00	\$800.00	\$60.00	\$1,200.00	(\$400.00)
209.1	GRANULAR BACKFILL	CY	30.00	\$40.00	\$1,200.00	\$45.00	\$1,350.00	(\$150.00)
214.	FINE GRADING	U	1.00	\$5,775.00	\$5,775.00	\$14,000.00	\$14,000.00	(\$8,225.00)
304.1	SAND (F)	CY	1,700.00	\$24.00	\$40,800.00	\$25.00	\$42,500.00	(\$1,700.00)
304.2	GRAVEL (F)	CY	1,950.00	\$23.00	\$44,850.00	\$30.00	\$58,500.00	(\$13,650.00)

304.3	CRUSHED GRAVEL (F)	CY	2,100.00	\$24.00	\$50,400.00	\$35.00	\$73,500.00	(\$23,100.00)
403.11	HOT BITUMINOUS PAVEMENT, MACHINE METHOD	TON	1,000.00	\$104.00	\$104,000.00	\$95.00	\$95,000.00	\$9,000.00
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	TON	12.00	\$283.00	\$3,396.00	\$140.00	\$1,680.00	\$1,716.00
403.6	PAVEMENT JOINT ADHESIVE	LF	3,100.00	\$1.30	\$4,030.00	\$0.50	\$1,550.00	\$2,480.00
403.99	TEMPORARY BITUMINOUS PAVEMENT	TON	5.00	\$581.00	\$2,805.00	\$200.00	\$1,000.00	\$1,805.00
410.22	ASPHALT EMULSION FOR TACK COAT	GAL	205.00	\$11.00	\$2,255.00	\$4.00	\$820.00	\$1,435.00
417.	COLD PLANING BITUMINOUS SURFACES	SY	590.00	\$16.00	\$9,440.00	\$3.00	\$1,770.00	\$7,670.00
520.1	CONCRETE CLASS A	CY	8.00	\$500.00	\$4,000.00	\$700.00	\$5,600.00	(\$1,600.00)
544.1	REINFORCING STEEL (ROADWAY)	LB	80.00	\$2.00	\$160.00	\$5.00	\$400.00	(\$240.00)
585.3	STONE FILL, CLASS C	CY	20.00	\$60.00	\$1,200.00	\$50.00	\$1,000.00	\$200.00
593.322	GEOTEXTILE STABILIZATION, CL. 2, MONOFILAMENT, WOVEN	SY	6,300.00	\$1.50	\$9,450.00	\$3.00	\$18,900.00	(\$9,450.00)
603.00218	18" R.C. PIPE, 2000D	LF	30.00	\$136.00	\$4,080.00	\$60.00	\$1,800.00	\$2,280.00
603.00315	15" R.C. PIPE, 3000D	LF	80.00	\$129.00	\$10,320.00	\$70.00	\$5,600.00	\$4,720.00
603.91015	15" IN-LINE BACKFLOW CHECK VALVE	EA	1.00	\$3,460.00	\$3,460.00	\$3,000.00	\$3,000.00	\$460.00
603.91018	18" IN-LINE BACKFLOW CHECK VALVE	EA	1.00	\$4,450.00	\$4,450.00	\$3,500.00	\$3,500.00	\$950.00
606.417	PORTABLE CONCRETE BARRIER FOR TRAFFIC CONTROL	LF	100.00	\$38.00	\$3,600.00	\$27.50	\$2,750.00	\$850.00
615.0301	TRAFFIC SIGN TYPE C	SF	73.25	\$60.00	\$4,395.00	\$40.00	\$2,930.00	\$1,465.00
615.033	REMOVING TRAFFIC SIGN, TYPE C	U	1.00	\$90.00	\$90.00	\$50.00	\$50.00	\$40.00
615.0601	TRAFFIC SIGN TYPE CC	SF	8.00	\$20.00	\$160.00	\$25.00	\$200.00	(\$40.00)
618.7	FLAGGERS	HR	1,000.00	\$35.00	\$35,000.00	\$30.00	\$30,000.00	\$5,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$44,000.00	\$44,000.00	\$50,000.00	\$50,000.00	(\$6,000.00)
619.253	PORTABLE CHANGEABLE MESSAGE SIGN (UNIT WEEK)	UWK	4.00	\$640.00	\$2,560.00	\$240.00	\$960.00	\$1,600.00
621.31	SINGLE DELINEATOR WITH POST	EA	30.00	\$52.00	\$1,560.00	\$40.00	\$1,200.00	\$360.00

622.1	STEEL WITNESS MARKERS	EA	5.00	\$44.00	\$220.00	\$40.00	\$200.00	\$20.00
628.2	SAWED BITUMINOUS PAVEMENT	LF	60.00	\$3.00	\$180.00	\$2.00	\$120.00	\$80.00
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	LF	20,500.00	\$0.21	\$4,305.00	\$0.25	\$5,125.00	(\$820.00)
645.0001	TURBIDITY BARRIER	LF	310.00	\$40.00	\$12,400.00	\$25.00	\$7,750.00	\$4,650.00
645.3	EROSION STONE	TON	30.00	\$60.00	\$1,800.00	\$30.00	\$900.00	\$900.00
645.42	TEMPORARY SLOPE MATTING TYPE B (WILDLIFE FRIENDLY)	SY	350.00	\$3.00	\$1,050.00	\$2.00	\$700.00	\$350.00
645.456	CHANNEL STABILIZATION - ENGINEERED LOG JAM	U	1.00	\$136,682.00	\$136,682.00	\$85,000.00	\$85,000.00	\$51,682.00
645.512	COMPOST SOCK FOR PERIMETER BERM	LF	1,550.00	\$5.00	\$7,750.00	\$4.50	\$6,975.00	\$775.00
645.531	SILT FENCE	LF	2,850.00	\$2.00	\$5,300.00	\$2.50	\$8,825.00	(\$1,325.00)
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	1.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	(\$1,000.00)
645.71	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS	HR	100.00	\$225.00	\$22,500.00	\$125.00	\$12,500.00	\$10,000.00
646.3	TURF ESTABLISHMENT WITH MULCH AND TACKIFIERS	A	1.50	\$2,900.00	\$4,350.00	\$2,500.00	\$3,750.00	\$600.00
647.1	HUMUS	CY	460.00	\$16.00	\$7,360.00	\$20.00	\$9,200.00	(\$1,840.00)
647.112	HUMUS 12" DEEP	CY	700.00	\$18.00	\$12,600.00	\$20.00	\$14,000.00	(\$1,400.00)
650.2	LANDSCAPING	U	1.00	\$27,500.00	\$27,500.00	\$18,000.00	\$18,000.00	\$9,500.00
670.822	GNSS CONSTRUCTION INSPECTION EQUIPMENT	U	1.00	\$29,870.00	\$29,870.00	\$25,000.00	\$25,000.00	\$4,870.00
692.	MOBILIZATION	U	1.00	\$100,400.00	\$100,400.00	\$85,000.00	\$85,000.00	\$15,400.00
697.31	PROJECT OPERATIONS PLAN	U	1.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
698.13	FIELD OFFICE TYPE C	MON	16.00	\$1,700.00	\$27,200.00	\$1,540.00	\$24,640.00	\$2,560.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$0.00
1008.253	ALTERATIONS & ADDITIONS AS NEEDED - TEMPORARY NAVIGATION CONTROL	\$	1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$0.00
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$0.00
1010.2	ASPHALT CEMENT ADJUSTMENT	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.00

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**Total:**

**\$1,069,513.00**

**\$884,000.00**

**\$185,513.00**

ERROL  
X-A004 (565)  
41069

December 9, 2019

## SUPPLEMENTAL PROJECT INFORMATION SHEET

**DESCRIPTION:** This project is located on NH Route 16 in the Town of Errol, within the Umbagog National Wildlife Refuge, and includes a westerly relocation of NH 16 and stabilization of approximately 200 ft. of the adjacent Magalloway River bank. Work begins approximately 4.6 miles north of the NH 16/NH 26 intersection, and continues 1,550 ft. north to approximately 4.9 miles north of the NH 16/26 intersection. The project consists of full box reconstruction of NH 16, and construction of an Engineered Log Jam (ELJ) for permanent slope stabilization of the Magalloway River bank, which has seen continued erosion since an initial slope failure in 2011, resulting in encroachment into NH 16. Ancillary work includes existing pavement removal and re-grading, and drainage improvements.

**FEDERAL FUNDING:** 80% FLAP (Forest Land Access Program) with anticipated utilization of Turnpike Toll Credits for the State's 20% match

**CONTINGENCY:** The contingency amount is proposed to be 5% of the contract amount. The risk of overruns associated with the proposed work is higher due to uncertain ground conditions. Additionally, unanticipated work associated with the engineered log jam treatment, as well as the execution to minimize impacts to the adjacent shoreline may be required.

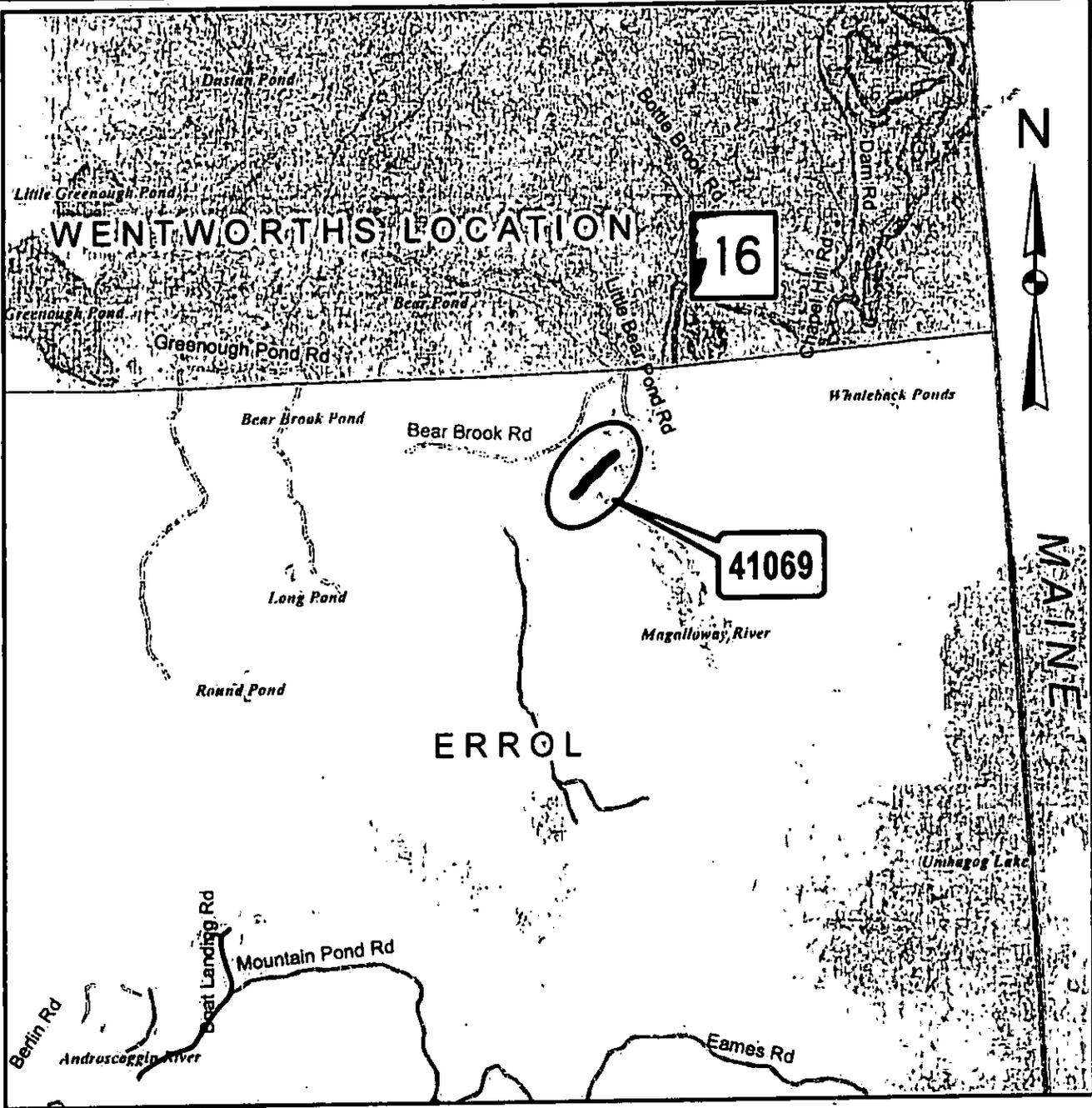
**PROJECT INITIATED:** Application through State's Federal Lands Access Program

**PROJECT EXPLANATION:** The project consists of full box reconstruction of NH 16, and construction of an Engineered Log Jam (ELJ) for permanent slope stabilization of the Magalloway River bank, which has seen continued erosion since an initial slope failure in 2011, resulting in encroachment into NH 16. Ancillary work includes existing pavement removal and re-grading, and drainage improvements.

**TRAFFIC IMPLICATION:** The current roadway will have minimal disruption to the public during construction work hours, as the project will be built almost entirely offline. The project will utilize flaggers to complete the final configuration tying into the existing NH Route 16.

**FINAL COMPLETION DATE:** June 18, 2021

**ERROL - ROUTE 16 (DAM ROAD)**



MAINE



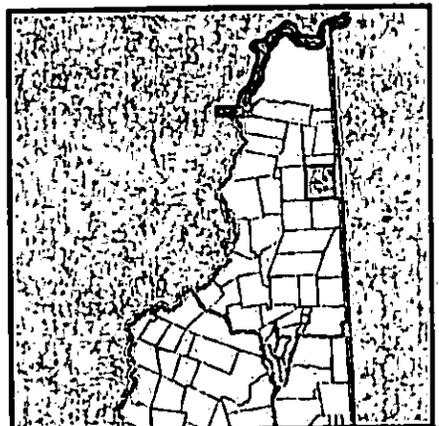
**LEGEND**

- Streams
- Water Bodies
- US Routes
- State Routes
- Interstates
- Local Roads
- Town Boundary

*New Hampshire*  
**DOT**  
 Department of Transportation

State # 41069  
 Federal # X-A004 (565)

**LOCATION MAP**





JPSICAR-02

CHENDERSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (802) 295-3328		<b>FAX (A/C, No):</b> (802) 295-7701
	<b>EMAIL ADDRESS:</b>		
<b>INSURED</b> JP Sicard, Inc. Kingdom Gravel & Aggregate Inc. PO Box 19 Barton, VT 05822	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Acadia Insurance		31325
	<b>INSURER B:</b> Patriot Insurance Company		32069
	<b>INSURER C:</b> Underwriters at Lloyds, London		16642
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	CLA 6409694-10	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA 6409695-10	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA 6409696-10	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Specify in Ref) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCA 6409697-10	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> 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
B	Commercial Property		6651662	12/31/2019	12/31/2020	Ded 2,500
C	Pollution Liability		SPEC0235-02	12/31/2019	12/31/2020	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Statutory Coverage applies in VT, NH & ME. Jason Sicard is an excluded Officer.

The State of New Hampshire, its officers, agents & employees are named additional insureds with respect to general liability to the extent required in executed written contract RE: Errol X-A004(565), Project 41069

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation 7 Hazen Drive, PO Box 483 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



JPSICAR-01

CHENDERSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2020

**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 rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	<b>CONTACT</b> PHONE (AC, No, Ext): (802) 285-3320	FAX (AC, No): (802) 285-7701
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH	<b>INSURER A:</b> Acadia Insurance <span style="float: right;">NAIC # 31328</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

REF LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Owner's &amp; Contractor</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OCP 6438506	4/23/2020	4/23/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Errol X-A004(565) Full box reconstruction of NH 16; and construction of an engineered log jam (ELJ) for permanent slope stabilization of the Magalloway River bank. Ancillary work includes existing pavement removal and re-grading and drainage improvements.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation 7 Hazen Drive Concord, NH	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*Victoria F. Sheehan*  
Commissioner

*William Cass, P.E.*  
Assistant Commissioner

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

September 24, 2020  
Bureau of Rail & Transit

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation to accept and expend grant revenue in the amount of \$2,572.00 from the Federal Railroad Administration (FRA) program to cover eligible personnel to attend FRA training courses, conferences or meetings upon the date of Governor and Council approval through June 30, 2021. 100% Federal Income.

In SFY 2021, funds shall be accepted and expended within 04-096-096-964010-2931 Railroad, as follows:

04-096-096-964010-2931	Current Budget FY2021	Requested Change	Revised Budget FY2021
<b>Railroad</b>			
<b>Expenses:</b>			
010 500100 Personal Services Perm Class	\$220,301	\$0	\$220,301
018 500106 Overtime	3,000	0	3,000
019 500105 Holiday Pay	150	0	150
020 500200 Current Expense	950	0	950
022 500255 Rents-Leases Other than State	544	0	544
029 500290 Intra Agency Transfers	15,352	0	15,352
030 500301 Equipment New Replacement	100	0	100
033 509033 Land Acquisition and Easement	50	0	50
037 500174 Technology – Hardware	244	0	244
038 500175 Technology – Software	45	0	45
039 500188 Telecommunications	1,870	0	1,870
046 500464 Consultants	189,538	0	189,538
060 500601 Benefits	103,814	0	103,814
066 500546 Employee Training	200	0	200
070 500704 In-State Travel	50	0	50
080 500719 Out of State Travel Reimb	300	0	300
081 509081 Out of State Travel Fed Reimb	0	2,572	2,572
404 500880 Intra-Indirect Costs	24,340	0	24,340
<b>Total</b>	<b>\$560,848</b>	<b>\$2,572</b>	<b>\$563,420</b>
<b>Source of Funds</b>			
<b>Revenue:</b>			
000 404356 Federal Funds	\$0	\$2,572	\$2,572
004 408189 Intra-Agency Transfers	111,721	0	111,721

00D 488523 Fed Rev Xfers fr Other Agencies	0	0	0
000 000010 General Funds	449,127	0	449,127
Total	\$560,848	\$2,572	\$563,420

**EXPLANATION**

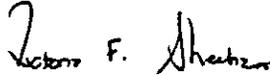
The Department is eligible to receive \$2,572.00 from the Federal Railroad Administration (FRA) for their Railroad Safety State Participation Program. These funds can be used for eligible personnel to travel to attend FRA-approved or FRA-provided training, including out of state OJT program activities and approved conferences / meetings, such as the Association of State Rail Safety Managers (ASRSM) annual and executive committee meetings.

**Railroad (2931) – 3.16% Intra-Agency Transfers; 96.84% General Funds**

Class 081      Increase Out of State Travel Federally Reimbursable by \$2,572 to cover travel expenses for approved FRA training sessions or conferences.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**Department of Transportation**  
**GRANTS FISCAL SITUATION FISCAL YEAR 2021**  
**04-096-096-964010-2931**  
**Railroad**

Total Federal Authorization	\$ 2,572.00
Less Expenditures thru 9/24/20	\$ -
Remaining Authorization to Budget	\$ 2,572.00

Less Current FY21 Budget Authorization	\$ -
Total Available for Budgeting	\$ 2,572.00

Available to Budget at Later Date	\$ -
<b>REQUESTED ACTION</b>	<b>\$ 2,572.00</b>

Grant Award Number	Award Amount	Expenses to 9/24/20	Balance
Railroad Safety State Participation Grant	\$ 2,572.00	\$ -	\$ 2,572.00

## ATTACHMENT 2

### STATEMENT OF WORK

**New Hampshire Department of Transportation  
Railroad Safety State Participation Grant Program**

#### I. AUTHORITY

<b>Authorization</b>	49 U.S.C. § 20105
<b>Funding Authority/Appropriation</b>	Consolidated Appropriations Act, 2020, Public Law 116-94, Div. H, Title I.
<b>Notice of Funding Opportunity</b>	Notice of Funding Opportunity for FY 2020 Railroad Safety State Participation Grant (June 17, 2020)

#### II. BACKGROUND

This Agreement funds the New Hampshire Department of Transportation (Grantee) to support the deployment of the Grantee's State Railroad Safety Program. To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

#### III. OBJECTIVE

The objective of this Agreement is to support the State Railroad Safety Program and the proper certification of state inspectors under 49 U.S.C. § 20105 and 49 CFR part 212.

#### IV. PROJECT LOCATION

The locations of the training courses, conferences, and meetings to which the Grantee's program participants will travel and attend under this Agreement are in the locations provided in the Detailed Project Work Plan.

#### V. DESCRIPTION OF WORK

The Grantee will complete the following tasks (together, the "Project" as further defined in Attachment 1).

##### **Task 1: Grant Administration**

The Grantee will submit to FRA a detailed project work plan including a detailed budget and detailed project schedule for the following tasks in this Statement of Work, which may result in amendments to this Agreement (together the "Detailed Project Work Plan"). The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. In addition, the Detailed Project Work Plan will include the

detailed project schedule consistent with the Approved Project Schedule and a detailed project budget consistent with the Approved Project Budget. FRA will review and approve the Detailed Project Work Plan in writing.

The Grantee acknowledges that costs for work performed under this Agreement will not be reimbursed unless the costs are consistent with the FRA-approved Detailed Project Work Plan. Costs incurred in advance of FRA's approval of the Detail Project Work Plan are incurred at the Grantee's risk. FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

**Task 1 Deliverables:**

- Detailed Project Work Plan. The Detailed Project Work Plan will include the title of the training course, conference, or meeting to which the Grantee inspector(s) traveled; its location; travel dates; traveler's name and title; related costs for each traveler; and the number and cost of laptops to be purchased, if applicable.

**Task 2: Training and Travel**

The Grantee will cause eligible personnel to travel to attend eligible training courses, conferences, or meetings as further described in the Detailed Project Work Plan. Costs under this task may be for FRA-approved or FRA-provided training (FRA-provided training is generally provided free of charge) and for travel to attend such training including out of state OJT program activities, and approved conferences/meetings including the Association of State Rail Safety Managers (ASRSM) annual and executive committee meetings.

**VI. PROJECT COORDINATION**

The Grantee will perform all tasks required for the Project through a coordinated process, which will include coordination with FRA.

**VII. PROJECT MANAGEMENT**

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon obligation of this Agreement, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Hold regularly scheduled Project meetings with FRA
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report

- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
  - a. Status of project by task breakdown and percent complete
  - b. Changes and reason for changes in and updated versions of the Detailed Project Work Plan
  - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
  - d. Summary of work scheduled for the next progress period
  - e. Updated Project schedule.
- Read and understand the Terms and Conditions of this Agreement
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

## **VIII. ENVIRONMENTAL COMPLIANCE**

FRA has evaluated the actions covered in this grant in accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures). FRA has determined that the activities funded under this grant for the payment of State Inspector travel and training and the purchase of laptops are categorically excluded from detailed environmental review pursuant to 23 CFR § 771.116(c)(1). Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 CFR § 1508.4.

In analyzing the applicability of a CE, FRA also considered whether extraordinary circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 CFR § 771.116 (a) and (b), FRA has further concluded that no extraordinary circumstances exist with respect to the activities funded under this grant program that might trigger the need for a more detailed environmental review.

## ATTACHMENT 3

### DELIVERABLES AND APPROVED PROJECT SCHEDULE

**New Hampshire Department of Transportation  
Railroad Safety State Participation Grant Program**

#### I. DELIVERABLES AND APPROVED PROJECT SCHEDULE

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Attachment 1.

#### Deliverables and Approved Project Schedule

<u>Task #</u>	<u>Task Name</u>	<u>Estimated Start</u>	<u>Estimated Completion</u>
1	Detailed Project Work Plan	September 2020	<i>October 15, 2020</i>
2	Training and Travel	September 2020	As indicated in Detailed Project Work Plan

# ATTACHMENT 4

## APPROVED PROJECT BUDGET

### New Hampshire Department of Transportation Railroad Safety State Participation Grant Program

#### I. APPROVED PROJECT BUDGET

The total estimated cost of the Project is \$2,572 for which the FRA grant will contribute up to 100% of the total Project cost, not to exceed \$2,572. The Grantee's Non-Federal Contribution is \$0.00. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Grantee will certify in its Final Performance Report that the total amount reimbursed under this Agreement is not more than 50% of the cost of the personnel, equipment and activities needed during the next fiscal year to carry out Grantee's safety program under the Federal Railroad Safety Program State Participation Agreement, consistent with 49 U.S.C. § 20105(e).

#### Project Budget by Task

Task #	Task Name	Total Cost
1	Grant Administration	\$0
2	Training and Travel <sup>1</sup>	\$2,572
		\$2,572

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, if applicable, when seeking reimbursement from FRA.

#### Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,572	100%
Non-Federal Contribution	\$0	0%
<b>Total Project Cost</b>	<b>\$2,572</b>	<b>100%</b>

<sup>1</sup> These costs will be reviewed and may be adjusted once travel arrangements have been made and updated estimates have been provided to the FRA via updates to the Detailed Project Work Plan.

**From:** Lorah, Matthew (FRA) <Matthew.Lorah@dot.gov>  
**Sent:** Friday, September 04, 2020 10:53 PM  
**To:** Winters, Shelley; Herlihy, Patrick  
**Cc:** Strong, Mel (FRA); Dumetz, Lisa (FRA)  
**Subject:** Selection for FY20 FRA Railroad Safety State Participation Grant Program -  
New Hampshire Department of Transportation  
**Attachments:** FY 20 RR Safety Participation - Attach 2 - SOW - NHDOT.docx; FY 20 RR Safety  
Participation - Attach 3 - Schedule - NHDOT.docx; FY 20 RR Safety  
Participation - Attach 4 - Budget - NHDOT.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

Congratulations! The United States Department of Transportation, along with the Federal Railroad Administration (FRA), is pleased to announce the Railroad Safety State Participation Program Grant application received from the **New Hampshire Department of Transportation** was approved in the amount of **\$2,572**.

Attached for reference and review is the statement of work, schedule and budget for the upcoming Railroad Safety State Participation Program grant. Let us know if you have any suggested changes by Thursday, September 10, 2020. FRA will then upload this document into Grant Solutions where you will receive a notification to accept the grant. FRA must obligate the grant agreement prior to September 30, 2020.

Thank you,

**Matthew Lorah**  
Financial Grants Management Specialist – Team Lead  
Federal Railroad Administration  
202.493.6186  
[matthew.lorah@dot.gov](mailto:matthew.lorah@dot.gov)

21 HAM



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

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

Bureau of Right-of-Way  
September 24, 2020

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way, requests authorization to pay property owners \$123,860.90 as documented in the Contemplated Awards List, for amounts greater than \$5,000.00 for the period extending from September 15, 2020 through September 24, 2020, effective upon approval by Governor and Council.

Funding is available based on the following:

FY 2021

04-096-096-963515-3054  
Consolidated Federal Aid  
401-500877  
Land and Interest in Land

\$123,860.90

EXPLANATION

These contemplated award payments are being submitted for approval to compensate property owners, tenants and/or claimants for impacts resulting from transportation improvement projects. The Department certifies that the payments will be made in accordance with all applicable State and Federal regulations as it relates to property acquisition and relocation.

Respectfully,

*Victoria F. Sheehan*  
Victoria F. Sheehan  
Commissioner

VFS/pfc  
Attachment



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

CONTEMPLATED AWARDS

**Project:** DERRY / LONDONDERRY; IM-0931(201); 13065  
(I-93 EXIT 4A - CONSTRUCT NEW INTERCHANGE AND  
CONNECTING ROADWAY)

OWNER: [Parcel #0068] CHARLES J. GODDARD JR  
REPLACEMENT HOUSING \$59,000.00  
(PAYMENT FOR HOUSING OF LAST RESORT-OWNER)

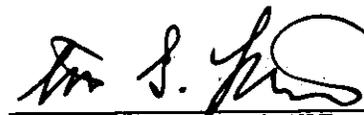
OWNER: [Parcel #0068] CHARLES J. GODDARD JR  
RELOCATION CLOSING COSTS \$5,709.90  
(PAYMENT FOR INCIDENTAL CLOSING EXPENSES)

OWNER: [Parcel #0014-U2] LITTLE ORCHARD FAMILY DAYCARE  
MOVING COSTS \$5,400.00  
(MOVING EXPENSE-BUSINESS OWNER (ACTUAL))

OWNER: [Parcel #0029] NORTHEAST ELECTRONICS & RECYCLING,  
LLC  
REESTABLISHMENT PAYMENTS \$53,751.00  
(BUSINESS RE-ESTABLISHMENT PAYMENT-OWNER)

**TOTAL CONTEMPLATED AWARDS: \$123,860.90**

DATED: SEPTEMBER 24, 2020

  
STEPHEN G. LABONTE  
ADMINISTRATOR

22-1001



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Right-of-Way  
September 14, 2020

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way, requests authorization to pay a property owner \$5,608.00 as documented in the Contemplated Awards List, for amounts greater than \$5,000.00 for the period extending from September 5, 2020 through September 14, 2020, effective upon approval by Governor and Council.

Funding is available based on the following:

FY 2021

04-096-096-963515-3054  
Consolidated Federal Aid  
401-500877  
Land and Interest in Land

\$5,608.00

EXPLANATION

This contemplated award payment is being submitted for approval to compensate a property owner, tenant and/or claimant for impacts resulting from Transportation Improvement Projects. The Department certifies that the payment will be made in accordance with all applicable State and Federal regulations as it relates to property acquisition and relocation.

Respectfully,

Victoria F. Sheehan  
Commissioner

VFS/pfc  
Attachment



**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan  
Commissioner*

*William Cass, P.E.  
Assistant Commissioner*

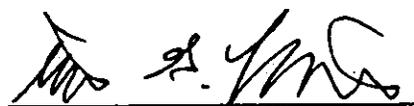
**CONTEMPLATED AWARDS**

**Project: DERRY / LONDONDERRY; IM-0931(201); 13065  
(I-93 EXIT 4A - CONSTRUCT NEW INTERCHANGE AND  
CONNECTING ROADWAY)**

**OWNER: [Parcel #0014-U2] LITTLE ORCHARD FAMILY DAYCARE**

**MOVING COSTS \$5,608.00  
(MOVING EXPENSE-BUSINESS OWNER (ACTUAL))**

**TOTAL CONTEMPLATED AWARDS: \$5,608.00**

  
**STEPHEN G. LABONTE, JD  
ADMINISTRATOR**



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan  
Commissioner

William Cass, P.E.  
Assistant Commissioner

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

Bureau of Construction  
July 29, 2020

**REQUESTED ACTION**

1. Authorize the Department of Transportation to enter into a contract with Northeast Traffic Control Services (Vendor 162193) of Plymouth, MA, on the basis of a low bid of \$214,154.15 for sign replacement on I-93 NB and SB mainline at Exits 25, 27 and 28, from the date of Governor and Council approval through August 13, 2021, unless extended by the Department in accordance with the Standard Specifications. 100% Federal Funds.

Funding is available in State Fiscal Year 2021, and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2022 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Funding is available as follows:	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
400-500870 Highway Contract Payments	\$186,620.02	\$27,534.13

2. Further authorize that a contingency in the amount of \$21,415.42 be approved for payment of latent conditions, which may appear during the construction of the project. The contingency requested is 10% of the contract amount.

Funding is available as follows:	<u>FY 2022</u>
04-96-96-963515-3054	
Consolidated Federal Aid	
400-500870 Highway Contract Payments	\$21,415.42

**EXPLANATION**

This project is part of the State's Ten Year Transportation Improvement Plan, under the Update Signing State System (USSS) Program. This project consists of sign replacement on I-93 northbound and southbound mainline at Exits 25, 27 & 28 in Holderness, Plymouth and Campton. The sign locations

Page 2

range from MM 79.0 to 86.6 northbound and MM 88.3 to 80.2 southbound. The signs are being replaced due to poor retroreflectivity and to bring them up to meet Manual Uniform Traffic Control Devices (MUTCD) compliance. All signs are ground mounted except for a single sign panel overhead on a cantilever sign structure. Most of the signs being replaced will be installed on existing posts and foundations, but four will be at new locations with new posts and foundations.

This project addresses the needed replacement of signs to enhance safety, conform to the current MUTCD design standards, improve retroreflectivity and provide better guidance for the motoring public.

The proposed contingency amount is 10% of the contract amount. This is to account for the potential overruns in traffic control and changes due to latent deficiencies in existing infrastructure proposed to be reused.

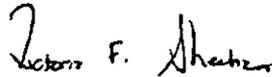
The Contractor has been prequalified by this Department. The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available and the bid reasonably conforms to the engineer's estimate in accordance with State procedure. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

This project funding is: 80% Federal (Program: Update Signing State System (USSS)) with anticipated utilization of Turnpike Toll Credits for the State's 20% match, effectively using 100% Federal funds.

A copy of the Tabulation of Bids received for this project is attached along with the Contract Supplemental Sheet and a map indicating the location of the project.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/pcj

Department Estimate: \$238,284.70

Contract Amount: \$214,154.15

Under Estimate: \$ 24,130.55

Attachments



# ABC Bid Data

STATEWIDE SIGNS

42921

X-A004(994)

<b>PROJECT:</b>	STATEWIDE SIGNS	<b>Awarded To:</b>	NORTHEAST TRAFFIC CONTROL SERV 8 SCOBEE CIRCLE PLYMOUTH, MA 02360-4889
<b>STATE PROJECT NUMBER:</b>	42921	<b>Amount:</b>	\$214,154.15
<b>FED. PROJECT NUMBER:</b>	X-A004(994)	<b>Certified by:</b>	<u>PETER.E.STAMNAS</u> Director of Project Development
<b>DATE BIDS OPEN:</b>	July 16, 2020, 2:00 PM	<b>Award Date:</b>	
<b>SCOPE OF WORK:</b>	Replacement and upgrade of signs due to condition and improved compliance, I-93 Exits 25, 27 & 28.		
<b>COMPLETION DATE:</b>	August 13, 2021		
<b>LOCATION:</b>	Grafton		

## Summary of Bidders

Contractor	Bid Amount	Rank
NORTHEAST TRAFFIC CONTROL SERV 8 SCOBEE CIRCLE, PO BOX 946, PLYMOUTH MA 02360-4889	\$214,154.15	A
ROADSAFE TRAFFIC SYSTEMS INC 55 BODWELL STREET, AVON MA 02322-1112	\$229,527.00	B
EVROKS CORPORATION 23 INDUSTRIAL DRIVE, NORTHFIELD NH 03276	\$251,858.30	C
LIDDELL BROTHERS INC 600 INDUSTRIAL DRIVE, HALIFAX MA 02338	\$262,280.80	D

# ABC Bid Data

STATEWIDE SIGNS

42921

X-A004(994)

Item No.	Description	Unit	Quantity	PS&E		NORTHEAST TRAFFIC CONTROL SERV 8 SCOBEE CIRCLE PLYMOUTH, MA 02380-4889		ROADSAFE TRAFFIC SYSTEMS INC 35 BODWELL STREET AVON, MA 02322-1112	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

Items

201.701	SELECTIVE CLEARING AND THINNING	A	1.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	10.00	\$90.00	\$900.00	\$220.00	\$2,200.00	\$55.00	\$550.00
615.013	REMOVING TRAFFIC SIGN TYPE A	U	6.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$1,600.00	\$9,600.00
615.02201	TRAFFIC SIGN TYPE B, BREAKAWAY MOUNTS	SF	130.00	\$150.00	\$19,500.00	\$95.00	\$12,350.00	\$150.00	\$19,500.00
615.023	REMOVING TRAFFIC SIGN TYPE B	U	4.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$900.00	\$3,600.00
615.033	REMOVING TRAFFIC SIGN, TYPE C	U	5.00	\$75.00	\$375.00	\$25.00	\$125.00	\$245.00	\$1,225.00
615.0401	TRAFFIC SIGN TYPE AA	SF	4,327.50	\$35.00	\$151,462.50	\$27.50	\$119,006.25	\$25.00	\$108,187.50
615.043	REMOVING TRAFFIC SIGN TYPE AA	U	27.00	\$350.00	\$9,450.00	\$500.00	\$13,500.00	\$375.00	\$10,125.00
615.0501	TRAFFIC SIGN TYPE BB	SF	114.86	\$20.00	\$2,297.20	\$15.00	\$1,722.90	\$75.00	\$8,614.50
615.053	REMOVING TRAFFIC SIGN TYPE BB	U	10.00	\$220.00	\$2,200.00	\$25.00	\$250.00	\$250.00	\$2,500.00
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$7,000.00	\$7,000.00	\$13,500.00	\$13,500.00	\$20,000.00	\$20,000.00
646.41	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND HUMUS	SY	75.00	\$8.00	\$600.00	\$40.00	\$3,000.00	\$75.00	\$5,625.00
692.	MOBILIZATION	U	1.00	\$7,500.00	\$7,500.00	\$13,500.00	\$13,500.00	\$15,000.00	\$15,000.00
1008.11	ALTERATIONS AND ADDITIONS AS NEEDED - UNANTICIPATED WORK	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
1010.15	FUEL ADJUSTMENT	\$	2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00

Totals:	\$238,284.70	\$214,154.15	\$229,527.00
Alt. Totals:			
Totals:	\$238,284.70	\$214,154.15	\$229,527.00

# ABC Bid Data

STATEWIDE SIGNS

42921

X-A004(994)

Item No.	Description	Unit	Quantity	P&A		EVROKS CORPORATION 23 INDUSTRIAL DRIVE NORTHFIELD, NH 03278		LIDELL BROTHERS INC 900 INDUSTRIAL DRIVE HALIFAX, MA 02338	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

Items

201.701	SELECTIVE CLEARING AND THINNING	A	1.00	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$5,000.00	\$5,000.00
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	10.00	\$90.00	\$900.00	\$100.00	\$1,000.00	\$125.00	\$1,250.00
615.013	REMOVING TRAFFIC SIGN TYPE A	U	6.00	\$1,500.00	\$9,000.00	\$1,100.00	\$6,600.00	\$300.00	\$1,800.00
615.02201	TRAFFIC SIGN TYPE B, BREAKAWAY MOUNTS	SF	130.00	\$150.00	\$19,500.00	\$140.00	\$18,200.00	\$205.00	\$26,650.00
615.023	REMOVING TRAFFIC SIGN TYPE B	U	4.00	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00	\$300.00	\$1,200.00
615.033	REMOVING TRAFFIC SIGN, TYPE C	U	5.00	\$75.00	\$375.00	\$1,000.00	\$5,000.00	\$300.00	\$1,500.00
615.0401	TRAFFIC SIGN TYPE AA	SF	4,327.50	\$35.00	\$151,462.50	\$25.00	\$108,187.50	\$34.00	\$147,135.00
615.043	REMOVING TRAFFIC SIGN TYPE AA	U	27.00	\$350.00	\$9,450.00	\$600.00	\$16,200.00	\$400.00	\$10,800.00
615.0501	TRAFFIC SIGN TYPE BB	SF	114.88	\$20.00	\$2,297.20	\$30.00	\$3,445.80	\$30.00	\$3,445.80
618.053	REMOVING TRAFFIC SIGN TYPE BB	U	10.00	\$220.00	\$2,200.00	\$100.00	\$1,000.00	\$400.00	\$4,000.00
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$7,000.00	\$7,000.00	\$32,000.00	\$32,000.00	\$20,000.00	\$20,000.00
646.41	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND HUMUS	SY	75.00	\$8.00	\$600.00	\$15.00	\$1,125.00	\$100.00	\$7,500.00
692.	MOBILIZATION	U	1.00	\$7,500.00	\$7,500.00	\$26,500.00	\$26,500.00	\$10,000.00	\$10,000.00
1008.11	ALTERATIONS AND ADDITIONS AS NEEDED - UNANTICIPATED WORK	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
1010.15	FUEL ADJUSTMENT	\$	2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00

Totals: \$238,284.70 \$251,858.30 \$262,280.80

Alt. Totals:

Totals: \$238,284.70 \$251,858.30 \$262,280.80



# PS&E Comparison

STATEWIDE SIGNS

42921

X-A004(994)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
<b>Items</b>								
201.701	SELECTIVE CLEARING AND THINNING	A	1.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	(\$2,000.00)
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	CY	10.00	\$220.00	\$2,200.00	\$90.00	\$900.00	\$1,300.00
615.013	REMOVING TRAFFIC SIGN TYPE A	U	6.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$0.00
615.02201	TRAFFIC SIGN TYPE B, BREAKAWAY MOUNTS	SF	130.00	\$95.00	\$12,350.00	\$150.00	\$19,500.00	(\$7,150.00)
615.023	REMOVING TRAFFIC SIGN TYPE B	U	4.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$0.00
615.033	REMOVING TRAFFIC SIGN, TYPE C	U	5.00	\$25.00	\$125.00	\$75.00	\$375.00	(\$250.00)
615.0401	TRAFFIC SIGN TYPE AA	SF	4,327.50	\$27.50	\$119,006.25	\$35.00	\$151,462.50	(\$32,456.25)
615.043	REMOVING TRAFFIC SIGN TYPE AA	U	27.00	\$500.00	\$13,500.00	\$350.00	\$9,450.00	\$4,050.00
615.0501	TRAFFIC SIGN TYPE BB	SF	114.86	\$15.00	\$1,722.90	\$20.00	\$2,297.20	(\$574.30)
615.053	REMOVING TRAFFIC SIGN TYPE BB	U	10.00	\$25.00	\$250.00	\$220.00	\$2,200.00	(\$1,950.00)
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$0.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$13,500.00	\$13,500.00	\$7,000.00	\$7,000.00	\$6,500.00
646.41	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND HUMUS	SY	75.00	\$40.00	\$3,000.00	\$8.00	\$600.00	\$2,400.00
692.	MOBILIZATION	U	1.00	\$13,500.00	\$13,500.00	\$7,500.00	\$7,500.00	\$6,000.00



# PS&E Comparison

STATEWIDE SIGNS

42921

X-A004(994)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
1008.11	ALTERATIONS AND ADDITIONS AS NEEDED - UNANTICIPATED WORK	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.00
1010.15	FUEL ADJUSTMENT	\$	2,000.00	\$1.00	\$2,000.00	\$1.00	\$2,000.00	\$0.00
<b>Total:</b>					\$214,154.15		\$238,284.70	(\$24,130.55)

**STATEWIDE SIGNS  
42921**

June 11, 2020

**SUPPLEMENTAL PROJECT INFORMATION SHEET**

**DESCRIPTION:** This project consists of sign replacement on I-93 northbound and southbound mainline at Exits 25, 27 & 28 in Holderness, Plymouth and Campton. The sign locations range from MM 79.0 to 86.6 northbound and MM 88.3 to 80.2 southbound. The signs are being replaced due to poor retroreflectivity and to bring them up to meet MUTCD compliance. All signs are ground mounted except for a single sign panel overhead on a cantilever sign structure. Most of the signs being replaced will be installed on existing posts and foundations, but four will be at new locations with new posts and foundations.

**FEDERAL FUNDING:** 80% (Program: Update Signing State System (USSS)) with anticipated utilization of Turnpike Toll Credits for the State's 20% match.

**CONTINGENCY:** The proposed contingency is 10% of the contract amount, and accounts for the potential overruns in traffic control and changes due to latent deficiencies in existing infrastructure proposed to be reused.

**PROJECT INITIATED:** Under the Bureau of Traffic USSS Sign Program.

**PROJECT EXPLANATION:** This project addresses the needed replacement of signs to enhance safety, conform to the current MUTCD design standards, improve retroreflectivity and provide better guidance for the motoring public.

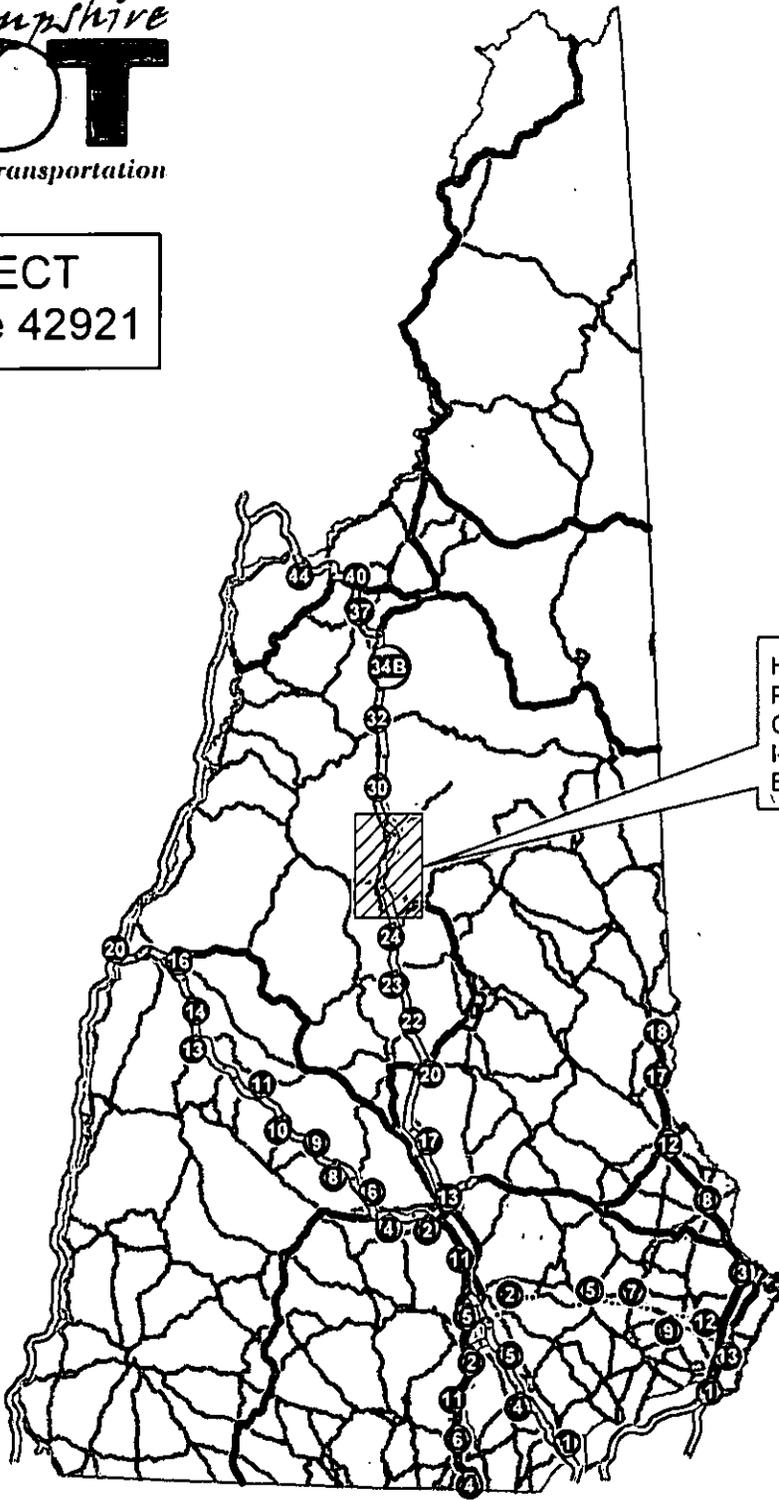
**TRAFFIC IMPLICATIONS:** Lane closures, shoulder closures and some night work are anticipated on this contract. Lane closures will be used to allow for the removal and installation of the cantilever overhead signs and will be restricted to night time operations. Lane and shoulder closures will be permitted during daytime operations during off peak timeframes and where the work is outside the traveled way. Uniformed officers will be required for both lane and shoulder closures due to the high-speed and high-volume nature of the facilities.

**ADVERTISING DATE:** June 23, 2020

**COMPLETION DATE:** August 13, 2021



**PROJECT**  
 Statewide 42921



HOLDERNESS  
 PLYMOUTH  
 CAMPTON  
 I-93  
 EXITS 25, 27, & 28

NOTE:

STATE OF NEW HAMPSHIRE	
DEPARTMENT OF TRANSPORTATION      BUREAU OF TRAFFIC	
PROJECT: STATEWIDE SIGNS	STATE NO: 42921
LOCATION: VARIOUS	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Wakefield 401 Edgewater Place Suite 220  Wakefield MA 01880	CONTACT NAME: Laurence Hall, CIC	
	PHONE (A/C No., Ext): (978) 953-1613 FAX (A/C, No): (978) 887-2404 E-MAIL: lhall@crossagency.com ADDRESS:	
INSURED  Northeast Traffic Control Services, Inc. PO Box 948 8 Scobee Circle Plymouth MA 02360	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Everest National Insurance Co	10120
	INSURER B: Acadia Insurance Company	
	INSURER C: Scottsdale Insurance Co.	41297
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL205121508 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	ADDC INSUR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	CF4GL01353-201	10/01/2020	05/04/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	MAA 5436265	05/04/2020	05/04/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0113201	10/01/2020	05/04/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Statewide Project No. X-A004(994), 42921-County of Grafton sign replacement on I-93 NB and SB mainline at Exits 25, 27 & 28 in Holderness, Plymouth and Campton. Sign locations range from MM 79.0 to 86.6 NB and MM 88.3 to 80.2 SB. General operations usual to rental, sales and installation of highway traffic safety equipment and signs. The Certificate Holder is an Additional Insured for Automobile Liability, when required by written contract, but only to the extent provided in the Additional Insured endorsement(s) attached to the policy, a copy of which is available upon request. Additional Insured status is provided for General Liability on a primary and non-contributory basis, including completed operations, when required by written contract, but only to the extent provided in the Additional Insured endorsement(s) attached to the policy, a copy of which is available upon request. Where permitted by state law, the Insurer waives its rights to subrogate, but only under the circumstances stated in the policy and when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of Transportation 7 Hazen Drive  Concord NH 03302	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/24/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tony Insurance Group, Inc. 300 Congress Street  Quincy MA 02169		<b>CONTACT NAME:</b> Certificate Request <b>PHONE (A.C. No. Ext.):</b> (617) 773-9200 <b>FAX (A.C. No.):</b> (617) 773-9920 <b>E-MAIL ADDRESS:</b> certs@tonry.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Mid Continental Casualty Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

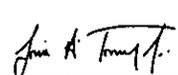
**COVERAGES**      **CERTIFICATE NUMBER:** CL2082423321      **REVISION NUMBER:**

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	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Protective  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		040CP001005589	08/24/2020	08/24/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Contractor: Northeast Traffic Control Services, Inc.  
 Project: Statewide Signs X-A004(994), 42921.  
 Job Description: Sign Replacement on I-93 NB and SB mainline at Exits 25, 27 & 28 in Holderness, Plymouth, Campton  
 Location: I-93, Grafton County, NH  
 Additional Insured: New Hampshire Department of Transportation, 7 Hazen Drive, Concord, NH 03302

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of NH, Department of Transportation 7 Hazen Drive  Concord NH 03302	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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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**VICTORIA F. SHEEHAN**  
**COMMISSIONER**

**WILLIAM CASS, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Turnpikes  
 September 2, 2020

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with Stantec Consulting Services, Inc., Bedford, NH, Vendor #174802, for an amount not to exceed \$600,000.00, for on-call Turnpike-related consulting services, effective upon Governor and Council approval through October 31, 2023. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022, State FY 2023, and State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-961017-7022				
Administration - Support				
046-500464 Gen Consultants Non-Benefit	\$145,500.00	\$194,500.00	\$194,500.00	\$65,500.00

The Turnpike Administration – Support, AU 7022, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

**EXPLANATION**

The Department requires professional engineering consultants to provide on-call services for the Central and Eastern Turnpikes. Professional services may include financial and policy planning services offering advice on E-ZPass, Toll Collection System, Capital and Renewal & Replacement programs. The Consultant may also be asked to provide professional services for Traffic and Revenue Studies, Data Analysis, Equity Studies, Benefit Cost Assessments, Turnpike System O&M Model Analysis, preparation and representation for Bond Issuances, Legislation, E-ZPass Revenue Reconciliation, and RFQ/RFP contract development for special projects (i.e. Welcome Center Rest Areas). For physical Turnpike assets the Consultant may be asked to provide professional services for High Speed Tolling, Toll Plaza Design, All Electronic Tolling Facilities, Bridge Design, Bridge Painting, Soundwall Design, and Culvert Inspection. The Consultant may also be asked to provide Environmental services to further design with air and noise studies, along with wetland permitting application support.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department’s “Policies and Procedures for Consultant Contract Procurement, Management, and Administration” dated August 25, 2017. The Department’s Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for three (3) Statewide On-Call Turnpike System Services contracts. The assignment was listed as a “Project Soliciting for Interest” on the Department’s website on December 2, 2019, asking for letters of interest

from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on January 23, 2020 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, seven (7) shortlisted firms were notified on February 18, 2020 through a technical "Request for Proposal" (RFP). Committee members individually rated the firms' technical proposals on April 23, 2020 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the seven firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the shortlisted firms were notified of the results and the three (3) highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of nine (9) consultant firms that were considered for this assignment, with the seven (7) short-listed firms shown in bold, is as follows:

**Consultant Firm**

**Office Location**

**AECOM Technical Services, Inc.**  
Cambridge Systematics, Inc.  
Fuss & O'Neill  
**Gannett Fleming, Inc.**  
**HDR Engineering, Inc.**  
**HNTB Corporation**  
**Jacobs Engineering Group Inc.**  
**Stantec Consulting Services Inc.**  
**WSP USA Inc.**

**Manchester, NH**  
Medford, MA  
Manchester, NH  
**Dedham, MA**  
**Manchester, NH**  
**Concord, NH**  
**Bedford, NH**  
**Auburn, NH**  
**Manchester, NH**

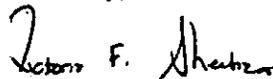
The firm of Stantec Consulting Services, Inc., has been recommended for one of the three contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached. The other two contracts, with the firms of HNTB Corporation and Jacobs Engineering Group, Inc., are being processed separately.

Stantec Consulting Services, Inc. has agreed to furnish the on-call services for an amount not to exceed \$600,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Turnpike System Services 42926) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner

**PROJECT: Statewide On-Call Turnpike System Services (3 Contracts)**

**DESCRIPTION:** Three (3) Statewide On-Call Agreements, anticipated to have a maximum value of \$600,000 each over a three-year term, are needed to provide on-call Turnpike system services, project development, maintenance task support and special task efforts for the Central and Eastern Turnpikes. Scope of work may include: Toll Services, including but not limited to: Traffic and Revenue Studies for Toll Facilities; Revenue Assurance Metrics; Vendor Solicitation support; Equity studies and other special toll system related assignments; Open Road and All Electronic Tolling studies with implementation; and Toll system data and traffic analysis. Renewal & Replacement program efforts, including but not limited to: Bridge Painting; Bridge Rehab Assessments; Drainage Infrastructure; Concrete Barrier and Bridge Pier Protection; and Development of Inspection Process. Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; MS4 permitting and program development support; and Air & Noise studies. Capital Program Assessment; Assessment of Turnpike programs; Toll plaza rehab and retrofit projects; Asset management, develop processes and implementation; Bond issuance support and representation; Boundary Survey, as needed; Preparation and/or assistance in draft legislation in regards to the toll system; Independent audits for financial and facility for I93 Welcome Centers; Development of RFQ/RFP for Special Projects. This work will require Professional Engineer and Land Surveyor licensure in the State of New Hampshire.

**SERVICES REQUIRED: TPK, BRDG, STRC, RDWY, ENV, TRAF, SURV, AIR, NOIS**

**SUMMARY**

								T O T A L	R A N K
AECOM Technical Services, Inc.	4	5	5	4	4	4		26	4
Gannett Fleming	5	4	7	5	5	5		31	5
HDR Engineering, Inc.	6	6	6	6	7	7		38	7
HNTB Corporation	1	2	1	1	1	1		7	1
Jacobs Engineering Group, Inc.	2	3	3	3	2	3		16	3
Stantec Consulting Services, Inc.	3	1	2	2	3	2		13	2
WSP USA Inc.	7	7	4	7	6	6		37	6

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Considerations	W E I G H T	Scoring of Firms						
		AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	18	17	17	18	17	17	17
Clarity of the Proposal	20%	17	16	15	17	17	18	15
Capacity to Perform in a Timely Manner	20%	16	17	16	17	17	16	16
Quality & Experience of Project Manager/Team	20%	16	16	16	18	17	15	15
Previous Performance	10%	8	6	8	8	8	7	8
Overall Suitability for the Assignment	10%	5	7	7	9	9	7	7
<b>Total</b>	<b>100%</b>	<b>80</b>	<b>79</b>	<b>79</b>	<b>87</b>	<b>85</b>	<b>80</b>	<b>79</b>

- Ranking of Firms:
1. HNTB
  2. Jacobs
  3. STANTEC
  4. AECOM
  5. Gannett Fleming
  6. HDR
  7. WSP

Rating Considerations	W E I G H T	Scoring of Firms						
		AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	18	18	17	20	19	20	16
Clarity of the Proposal	20%	17	18	17	19	17	19	17
Capacity to Perform in a Timely Manner	20%	18	17	16	19	19	20	14
Quality & Experience of Project Manager/Team	20%	16	17	15	19	20	19	15
Previous Performance	10%	8	8	7	10	10	10	6
Overall Suitability for the Assignment	10%	5	8	6	9	9	10	7
<b>Total</b>	<b>100%</b>	<b>85</b>	<b>86</b>	<b>78</b>	<b>95</b>	<b>94</b>	<b>98</b>	<b>74</b>

- Ranking of Firms:
1. Stantec
  2. HNTB
  3. Jacobs
  4. GF
  5. AECOM
  6. HDR
  7. WSP

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms							
	W E I G H T	AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	17	14	16	19	16	16	17
Clarity of the Proposal	20%	10	15	16	18	17	18	18
Capacity to Perform in a Timely Manner	20%	18	15	18	20	20	20	19
Quality & Experience of Project Manager/Team	20%	20	14	18	19	20	20	19
Previous Performance	10%	10	9	9	10	10	10	10
Overall Suitability for the Assignment	10%	10	7	8	10	10	9	9
<b>Total</b>	<b>100%</b>	<b>85</b>	<b>74</b>	<b>85</b>	<b>96</b>	<b>93</b>	<b>93</b>	<b>92</b>

- Ranking of Firms:
- |            |                    |
|------------|--------------------|
| 1. HNTB    | 5. AECOM           |
| 2. STANTEC | 6. HDR             |
| 3. JACOBS  | 7. GANNETT FLEMING |
| 4. WSP     |                    |

Rating Considerations	Scoring of Firms							
	W E I G H T	AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	18	17	16	19	17	19	17
Clarity of the Proposal	20%	17	18	17	18	17	19	18
Capacity to Perform in a Timely Manner	20%	18	19	18	20	19	18	17
Quality & Experience of Project Manager/Team	20%	19	18	16	19	20	17	17
Previous Performance	10%	9	8	9	10	9	10	7
Overall Suitability for the Assignment	10%	7	8	7	10	8	8	7
<b>Total</b>	<b>100%</b>	<b>88</b>	<b>88</b>	<b>83</b>	<b>97</b>	<b>92</b>	<b>93</b>	<b>83</b>

- Ranking of Firms:
- |            |                    |
|------------|--------------------|
| 1. HNTB    | 5. GANNETT FLEMING |
| 2. STANTEC | 6. HDR             |
| 3. JACOBS  | 7. WSP             |
| 4. AECOM   |                    |

Rating Considerations	Scoring of Firms							
	W E I G H T	AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	17	16	15	20	19	18	15
Clarity of the Proposal	20%	16	15	17	20	19	18	16
Capacity to Perform in a Timely Manner	20%	17	16	15	19	17	16	15
Quality & Experience of Project Manager/Team	20%	17	16	15	20	19	19	15
Previous Performance	10%	8	7	6	10	9	10	7
Overall Suitability for the Assignment	10%	7	6	6	10	9	9	7
<b>Total</b>	<b>100%</b>	<b>80</b>	<b>76</b>	<b>74</b>	<b>94</b>	<b>91</b>	<b>90</b>	<b>76</b>

- Ranking of Firms:
- |            |                    |
|------------|--------------------|
| 1. HNTB    | 5. Gannett-Fleming |
| 2. Jacobs  | 6. WSP             |
| 3. Stantec | 7. HDR             |
| 4. AECOM   |                    |

Rating Considerations	Scoring of Firms							
	W E I G H T	AECOM Technical Services, Inc.	Gannett Fleming	HDR Engineering, Inc.	HNTB Corporation	Jacobs Engineering Group, Inc.	Stantec Consulting Services, Inc.	WSP USA, Inc.
Comprehension of the Assignment	20%	19	18	18	19	17	19	18
Clarity of the Proposal	20%	18	18	18	19	18	19	18
Capacity to Perform in a Timely Manner	20%	19	19	19	19	19	19	18
Quality & Experience of Project Manager/Team	20%	18	17	17	18	19	19	18
Previous Performance	10%	9	7	7	9	9	9	8
Overall Suitability for the Assignment	10%	8	7	8	9	8	8	8
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>89</b>	<b>87</b>	<b>96</b>	<b>94</b>	<b>95</b>	<b>88</b>

- Ranking of Firms:
- |                             |                    |
|-----------------------------|--------------------|
| 1. HNTB CORPORATION         | 5. GANNETT FLEMING |
| 2. STANTEC CONSULT SERVICES | 6. WSP USA, INC    |
| 3. JACOBS ENG. GRP          | 7. HDR ENG. INC    |
| 4. AECOM TECHNICAL SERVICES |                    |

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Stantec Consulting Services Inc.</b>			3. YEAR ESTABLISHED 2009	4. UNIQUE ENTITY IDENTIFIER 10-886-6229
2b. STREET 5 Dartmouth Drive, Suite 200			5. OWNERSHIP	
2c. CITY Auburn			2d. STATE NH	2e. ZIP CODE 03032-3984
6a. POINT OF CONTACT NAME AND TITLE Gerard Fortin, Principal			a. TYPE <b>Corporation</b>	
6b. TELEPHONE NUMBER (603) 669-8672			6c. E-MAIL ADDRESS gerard.fortin@stantec.com	
8a. FORMER FIRM NAME(S) (If any)			7. NAME OF FIRM (If block 2a is a branch office) <b>Stantec Inc.</b>	
8b. YEAR ESTABLISHED			8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	3289	7	A06	Airports, Terminals & Hangars, Freight Handling	9
06	Architect	995	0	B02	Bridges	10
08	CAD Technician	653	0	C08	Codes, Standards, Ordinances	6
12	Civil Engineer	2390	6	C15	Construction Management	9
14	Computer Programmer	436	0	C18	Cost Est, Cost Eng and Analy; Para Costing; Frct	5
15	Construction Inspector	273	2	D02	Dams (Earth, Rock), Dikes, Levees	8
21	Electrical Engineer	673	1	E01	Ecological & Archeological Investigations	8
23	Environmental Engineer	423	1	E09	EIS, Assessments of Statements	10
24	Environmental Scientist	841	4	E12	Environmental Remediation	10
27	Foundation/Geotechnical Engineer	109	1	H07	Highways; Streets; Airfield Paving; Parking Lots	10
30	Geologist	220	2	P02	Petroleum and Fuel (Storage and Distribution)	10
34	Hydrologist	94	2	R06	Rehabilitation (Buildings, Structures, Facilities)	6
38	Land Surveyor	410	0	R11	Rivers; Canals; Waterways; Flood Control	8
42	Mechanical Engineer	608	4	S04	Sewage Collection, Treatment and Disposal	10
47	Planner, Urban/Regional	261	0	S07	Solid Wastes, Incineration, Landfill	7
48	Project Manager	671	1	S09	Structural Design, Special Structures	6
50	Risk Assessor	31	1	S10	Surveying, Platting, Mapping, Flood Plain Studies	8
57	Structural Engineer	675	2	S13	Storm Water Handling & Facilities	8
58	Technician/Analyst	1920	5	T03	Traffic & Transportation Engineering	10
60	Transportation Engineer	250	14	U02	Urban Renewals; Community Development	9
	Other	1949	0	W02	Water Resources, Hydrology, Ground Water	9
<b>Total</b>		<b>17171</b>	<b>53</b>	<b>W03</b>	<b>Water Supply, Treatment and Distribution</b>	<b>10</b>

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(insert revenue index number shown at right)</i>	<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>																
<table style="width: 100%;"> <tr> <td style="width: 50%;">a. Federal Work</td> <td style="width: 50%; text-align: center;">10</td> </tr> <tr> <td>b. Non-Federal Work</td> <td style="text-align: center;">10</td> </tr> <tr> <td>c. Total Work</td> <td style="text-align: center;">10</td> </tr> </table>	a. Federal Work	10	b. Non-Federal Work	10	c. Total Work	10	<table style="width: 100%;"> <tr> <td style="width: 50%;">1. Less than \$100,000</td> <td style="width: 50%;">6. \$2 million to less than \$5 million</td> </tr> <tr> <td>2. \$100,000 to less than \$250,000</td> <td>7. \$5 million to less than \$10 million</td> </tr> <tr> <td>3. \$250,000 to less than \$500,000</td> <td>8. \$10 million to less than \$25 million</td> </tr> <tr> <td>4. \$500,000 to less than \$1 million</td> <td>9. \$25 million to less than \$50 million</td> </tr> <tr> <td>5. \$1 million to less than \$2 million</td> <td>10. \$50 million or greater</td> </tr> </table>	1. Less than \$100,000	6. \$2 million to less than \$5 million	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million	5. \$1 million to less than \$2 million	10. \$50 million or greater
a. Federal Work	10																
b. Non-Federal Work	10																
c. Total Work	10																
1. Less than \$100,000	6. \$2 million to less than \$5 million																
2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million																
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million																
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million																
5. \$1 million to less than \$2 million	10. \$50 million or greater																

**12. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <p style="text-align: center; font-weight: bold;">December 1, 2018</p>
c. NAME AND TITLE <p style="text-align: center; font-weight: bold;">Peter J. Howe, Vice President, Regional Leader, New England</p>	



## Gerard Fortin, PE

PROJECT MANAGER

### Biography

Jerry has over 40 years of engineering design and construction administration experience. His supervisory, management, and design responsibilities include the production of contract documents, specifications and cost estimates, reports, proposals, and liaison with clients and communities. He has managed hundreds of projects from initial planning and conceptual design through construction, and is experienced in the design and reconstruction of highway and municipal roadway systems including environmental impact studies and reports; regulatory permitting; bridge and roadway culvert design and replacement projects; and roadway reconstruction projects. He has extensive experience in the design of major roadway stormwater drainage systems, stormwater management, stormwater quality analysis, bridge scour analysis and erosion protection design.

### Years of Experience

40

### Education

University of New Hampshire //  
Bachelor of Science, Hydrology, 1978

### Registrations

Professional Engineer // NH, VT, ME, MA

### Relevant Experience

#### NHDOT Statewide On-Call Toll System Services, Bureau of Turnpikes // New Hampshire

Project Manager for this on-call services project for the Bureau of Turnpikes. The work included conceptual, preliminary and final design for assignments. Assignments included:

- Central Turnpike Culvert Inspection - Field inspection, evaluation, and recommendations for 75 culverts along the Central Turnpike.
- New Turnpike Maintenance Facility, Rochester - Preliminary and final design of a new maintenance facility in Rochester including a maintenance building with an automated truck wash, salt shed, spreader hanger, and fuel station. Design included providing natural gas and municipal water and sewer services.
- I-93 Toll Plaza Ramp Bridge, Hooksett - Preliminary and final design for bridge deck replacement for the northbound Toll Plaza Ramp Bridge at the toll plaza.

#### New Hampshire E-ZPass Implementation, NHDOT // Statewide, New Hampshire

Task manager providing local coordination and services for tasks related to the conversion of and implementation for electronic toll collection in New Hampshire including: testing services related to detection of various vehicle types and traveling speeds at various plazas; toll plaza signing design including initial studies, and final design and implementation with contract documents for procurement.

#### NHDOT Statewide On-Call Highway Design Services // New Hampshire

Project Manager for this project which provided on-call highway design services for the Bureau of Highways. The work included conceptual, preliminary, and final design for assignments including support for environmental permitting and documentation. Assignments included:

- I-89 IPPE New London Grantham - Preliminary and final design for 7.3 mile pavement overlay project including over seventy thousand feet of guardrail replacement work.
- NH 11A/Belknap Mountain Road Intersection Improvements, Gilford - HSIP intersection improvement project to improve line of sight including pavement and guardrail reconstruction.
- NH 11A Bridget Replacement, Gilford - Design for bridge replacement for West Alton Brook culvert.
- I-93 IPPP Concord Canterbury - Preliminary and final design for 4.4-mile pavement overlay project.

TABLE OF CONTENTS

PREAMBLE

**ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED..... 2**

- A. DESCRIPTION OF SERVICES ..... 2
- B. SCOPE OF WORK ..... 2
- C. STAFFING..... 4
- D. QUALITY CONTROL ..... 4
- E. TASK ORDERS..... 4
- F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION ..... 4
- G. WORK SCHEDULE AND PROGRESS REPORTS ..... 5
- H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS ..... 5
- I. DELIVERABLES ..... 5
- J. DATE OF COMPLETION ..... 7

**ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES..... 8**

- A. AGREEMENT GENERAL FEE ..... 8
- B. METHOD OF COMPENSATION FOR TASK ORDERS ..... 8
- C. COST-PLUS-FIXED-FEE FORMAT ..... 8
- D. LUMP-SUM FORMAT ..... 10
- E. SUBCONSULTANT SUPPORTING SERVICES ..... 10
- F. TASK ORDER AMENDMENTS..... 10
- G. RECORDS, REPORTS, AND FINAL AUDIT ..... 10

**ARTICLE III - GENERAL PROVISIONS..... 12**

- A. HEARINGS, ETC. .... 12
- B. CONTRACT PROPOSALS..... 12

**ARTICLE IV - STANDARD PROVISIONS ..... 13**

- A. STANDARD SPECIFICATIONS ..... 13
- B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS ..... 13
- C. EXTENT OF CONTRACT..... 13
  - 1. Contingent Nature of Agreement ..... 13
  - 2. Termination ..... 13
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS ..... 14
- E. ADDITIONAL SERVICES ..... 15
- F. OWNERSHIP OF PLANS..... 15
- G. SUBLETTING ..... 15
- H. GENERAL COMPLIANCE WITH LAWS, ETC. .... 16
- I. BROKERAGE ..... 16
- J. CONTRACTUAL RELATIONS..... 16
  - 1. Independent Contractor ..... 16
  - 2. Claims and Indemnification ..... 16
  - 3. Insurance ..... 17
  - 4. No Third-Party Rights ..... 18
  - 5. Construction of Agreement ..... 18
- K. AGREEMENT MODIFICATION ..... 18

L.	EXTENSION OF COMPLETION DATE(S) .....	18
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE .....	18
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS .....	20
	1. Policy'.....	20
	2. Disadvantaged Business Enterprise (DBE) Obligation .....	20
	3. Sanctions for Non-Compliance. ....	20
O.	DOCUMENTATION.....	21
P.	CLEAN AIR AND WATER ACTS.....	21

**ATTACHMENTS**

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
  - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
  - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
  - 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
  - 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
  - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
  - 6. SIGNATURE PAGE
  - 7. CERTIFICATION OF GOOD STANDING
  - 8. CERTIFICATION OF AUTHORITY / VOTE
  - 9. CERTIFICATION OF INSURANCE

AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 2<sup>nd</sup> day of September, in the year 2020 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Stantec Consulting Services, Inc., with principal place of business at 200, 10160-112 Street, in the City of Edmonton, Province of Alberta, Canada, and New Hampshire local office at 5 Dartmouth Drive, Suite 101, in the Town of Auburn, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call engineering and technical Turnpike System services, project development, maintenance task support, and special task efforts for the Central and Eastern Turnpikes. These services are outlined in the CONSULTANT'S technical proposal dated April 1, 2020.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not limited to, the following:

Provide on-call professional consulting advice, financial and policy planning services, program assessments, development of legislation, project development, and other professional services in support of the Turnpike System E-ZPass, toll collection system, Capital and Renewal & Replacement programs and maintenance tasks in support of the State of New Hampshire, as well as other Turnpike support services.

#### **B. SCOPE OF WORK**

The CONSULTANT may be asked to perform any of the tasks listed below. The DEPARTMENT'S Bureau of Turnpikes will assign tasks to the CONSULTANT as needed. The list below is not intended to be all-inclusive, additional scope items may be added by mutual agreement of both parties.

1. **TRAFFIC AND REVENUE STUDY** – the CONSULTANT may be directed to complete a traffic and revenue study to support future bond issuances and to address the financial integrity of the Turnpike System. The CONSULTANT may be asked to represent the DEPARTMENT at bond presentations with Wall Street Firms. The CONSULTANT may be asked to prepare a Turnpike Revenue forecast.
2. **DATA ANALYSIS** – the CONSULTANT may be directed to assist the DEPARTMENT'S E-ZPass Program Manager and Toll Manager in analyzing toll system data to maintain accuracy and reliability, as well as provide recommendations to improve reporting.
3. **TOLL PLAZA DESIGN SERVICES** – the CONSULTANT may be directed to assist the DEPARTMENT with toll plaza design services in the event a toll plaza conversion to Open Road Tolling or All Electronic Tolling project, or an expansion project is initiated.
4. **EQUITY STUDY** – the CONSULTANT may be directed to study and analyze the NH Turnpike System in regard to equity. The CONSULTANT may be directed to focus on specific regions of the Turnpike system.
5. **RENEWAL & REPLACEMENT PROGRAM ASSESSMENT**– the CONSULTANT may be directed to review the existing Turnpike System renewal and replacement program. The CONSULTANT may be directed to develop a 5-year renewal and replacement program upon completion of an inspection of the Turnpike System.

## ARTICLE I

6. **RENEWAL & REPLACEMENT PROJECT DEVELOPMENT** – the CONSULTANT may be directed to work to develop plans, specifications and estimates (PS&E) for individual projects for assets associated with this program.
7. **BENEFIT COST ASSESSMENTS**— the CONSULTANT may be directed to develop a benefit cost assessment of future Capital Program projects in support of the State’s Ten Year Plan (TYP).
8. **TURNPIKE SYSTEM ASSET MANAGEMENT & ANALYSIS** - The CONSULTANT may be directed to perform an Independent Engineers assessment of the Turnpike System or parts thereof specifically relating to condition and be asked to perform life cycle cost analyses for Turnpike assets.
9. **TURNPIKE SYSTEM O&M MODEL ANALYSIS** – The CONSULTANT may be directed to analyze the operational and maintenance cost of the Turnpike System. The CONSULTANT may be asked to provide a plan for optimizing operations and maintenance that would reduce costs.
10. **PREPARATION AND REPRESENTATION FOR BOND ISSUANCES** – The CONSULTANT may be asked to prepare material for and represent the DEPARTMENT in matters concerning the issuance(s) of bonds as related to the Turnpike System.
11. **HIGH SPEED TOLLING** – the CONSULTANT may be directed to evaluate high-speed open road tolling options for NH toll plazas and provide cost estimates for options presented, as well as complete preliminary layouts and final design plans, as required. The CONSULTANT may be directed to evaluate All Electronic or Open Road Tolling design and oversight of installation for new or retrofit existing facilities.
12. **LEGISLATION** – the CONSULTANT may be directed to assist the DEPARTMENT as needed with draft legislation related to E-ZPass or toll collection that may be introduced during the contract period.
13. **E-ZPASS REVENUE RECONCILIATION** – provide ongoing support to reconcile E-ZPass revenue expected by the toll system with revenue collected by the CSC.
14. **SITE SPECIFIC ETC TRAFFIC ANALYSIS** – the CONSULTANT may be directed to perform a traffic analysis at a specific toll plaza to provide optimum lane utilization in mixed-mode lanes and E-ZPass Only lanes.
15. **SIGNING ANALYSIS** – the CONSULTANT may be directed to review the DEPARTMENT’S signage and make recommendations for improvement as required.
16. **RFQ/RFP AND CONTRACT DEVELOPMENT** – the CONSULTANT may be directed to provide guidance, support and document development for special projects such as rest area redevelopment, air/noise/soundwall studies, etc.

## ARTICLE I

17. **SPECIAL ASSIGNMENTS** - the CONSULTANT may be asked to assist the DEPARTMENT on any necessary assignment, not mentioned above, by mutual agreement of both parties.

### **C. STAFFING**

The CONSULTANT shall submit the Salary Rate Calculation Form (furnished to the CONSULTANT by the DEPARTMENT) which contains the average salary rates for the personnel anticipated to be assigned to the Task Order. This form will be used for Task Order cost development independently by the CONSULTANT and the DEPARTMENT prior to entering into negotiations for Task Orders under this AGREEMENT.

### **D. QUALITY CONTROL**

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract scope of work, terms and conditions, to carry out a specific project for the DEPARTMENT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. The CONSULTANT shall sign the Authorization to Proceed Letter and return it to the DEPARTMENT. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

## ARTICLE I

### **G. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization to Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress monthly for each active Task Order with activity during the billing period, in accordance with the DEPARTMENT'S Standardized Invoicing.

### **H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

### **I. DELIVERABLES**

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data:** The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

## ARTICLE I

**Computer Aided Design/Drafting (CAD/D) files:** Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Thumb Drives, Flash Drives, and other portable USB data storage devices: Files on portable USB data storage devices should be actual size, not compressed.

Email: Files 20 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

**Website Information:**

- a. Website Content: All external NHDOT websites created for Task Orders under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.

## ARTICLE I

- b. Website Documents: All documents posted to a website created for Task Orders under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

### **J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2023** unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

**ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES**

**A. AGREEMENT GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$600,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$600,000.00 total amount.)

**B. METHOD OF COMPENSATION FOR TASK ORDERS**

The method of compensation for Task Orders issued under this agreement will either be a **Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, or a **Lump-Sum** format with method of payment as described in Section D. A **Task Order Fee Summary** will be included in the DEPARTMENT-issued Authorization to Proceed for a Task Order.

**C. COST-PLUS-FIXED-FEE FORMAT**

1. **Task Order Cost Development** - The negotiated not-to-exceed cost of each cost-plus-fixed-fee format Task Order will be computed as follows:

$$\begin{aligned} & \text{Labor Costs [hours x average rates* + indirect cost rate x (hours x rates)]} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ = & \underline{\hspace{10em}} \\ & \text{Negotiated Task Order Cost} \end{aligned}$$

- \* The average rates are the Average NHDOT Allowed Rates from the most-current version of the **Salary Rate Calculation Form** (see Article I Section C - Staffing).

2. **Task Order Cost Reimbursement** - In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT for each Task Order an amount equal to the sum of the following costs (a)+(b)+(c)+(d)+(e):

- a. Actual salaries\* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

\* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

## ARTICLE II

- b. Overhead costs applicable to the direct salary costs. The audited indirect cost rates of 158.566%, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT agrees that the indirect cost rate shall be extended at that rate for the duration of the Contract in accordance with 23 CFR 172.11 (b)(1)(vi). An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.
- c. A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.
- d. Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$100,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$100,000 shall be invoiced as direct expenses and do not require individual invoices.
- e. Reimbursement for actual cost of subconsultants.

The amount payable under categories (a), (b), (d), and (e) may be reallocated within the not-to-exceed Task Order amount upon mutual agreement of the DEPARTMENT and CONSULTANT. The fixed fee (c) shall only change when there has been a significant increase or decrease in the scope of work. The estimated amounts for (a), (b), (d), and (e) and the actual amount for (c) are listed in the Fee Summary section of the Authorization to Proceed for each Task Order.

- 3. **Task Order Limitation of Costs** – The total amount to be paid for any Task Order shall not exceed the sum of the amounts shown in the Task Order Fee Summary limits contained in the Authorization to Proceed Letter. It is expected that the CONSULTANT agrees to use best efforts to perform the work specified in the Task Order Scope of Work and all obligations under this contract within such limiting amount.
- 4. **Task Order Payments** - Monthly payments on account may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the

## ARTICLE II

DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

### **D. LUMP-SUM FORMAT**

**Task Order Cost Reimbursement** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment. For a substantial lump-sum Task Order, the DEPARTMENT'S Lump Sum Article II for standalone agreements will be furnished to the CONSULTANT for additional reference information.

### **E. SUBCONSULTANT SUPPORTING SERVICES**

Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

### **F. TASK ORDER AMENDMENTS**

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

### **G. RECORDS, REPORTS, AND FINAL AUDIT**

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT and all items charged on this project. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period, and for three (3) years from the date final payment is made and all other pending matters are closed, for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal

## ARTICLE II

Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

**For Cost-Plus-Fixed-Fee Task Orders only:** All costs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the negotiated amount for any Task Order. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

**ARTICLE III**

**ARTICLE III - GENERAL PROVISIONS**

**A. HEARINGS, ETC.**

(Not applicable to this AGREEMENT)

**B. CONTRACT PROPOSALS**

(Not applicable to this AGREEMENT)

## ARTICLE IV

### ARTICLE IV - STANDARD PROVISIONS

#### A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 5 Dartmouth Drive, Suite 101, Auburn, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### C. EXTENT OF CONTRACT

##### 1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### 2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the

## ARTICLE IV

services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to

## ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability

## ARTICLE IV

(errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **II. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

## ARTICLE IV

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or

## ARTICLE IV

modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

## **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

## **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

## **M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)**

### **COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

## ARTICLE IV

- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter

## ARTICLE IV

into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

## ARTICLE IV

### **O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency 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. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

## ATTACHMENT A

### Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT X, proposed subconsultant \_\_\_\_\_, hereby certifies that it has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has X, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

STRATEGIC CONSULTING SERVICES, INC.  
(Company)  
By: [Signature]  
SENIOR PRINCIPAL  
(Title)

Date: 9-2-20

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

*Attachment 2*

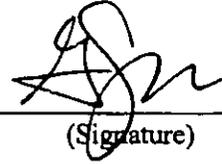
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

9-2-20

(Date)

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the SENIOR PRINCIPAL and duly-authorized representative of the firm of STANTEC CONSULTING SERVICES, INC. and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

9-2-20

(Date)

  
\_\_\_\_\_  
(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

September 11, 2020  
(Date)

  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 6

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: [Signature]  
SENIOR PRINCIPAL

Dated: 9/2/2020

CONSULTANT

By: [Signature]  
SENIOR PRINCIPAL  
(TITLE)

Dated: 9-2-20

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: September 11, 2020

THE STATE OF NEW HAMPSHIRE

By: [Signature]  
Director of Project Development  
for DOT COMMISSIONER

Dated: September 11, 2020

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: Sep. 25 2020

By: [Signature]  
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State

**OFFICER'S CERTIFICATE**  
of  
**STANTEC CONSULTING SERVICES INC.**  
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **April 1, 2020**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

**Gerard Fortin** is a **Senior Principal** of the Corporation, and in that capacity is duly authorized to sign an Agreement in accordance with the Corporation's Signing Authority Policy in connection with the following project:

**The State of New Hampshire, Department of Transportation**  
**Statewide On-Call Turnpike System Services 42926**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 2<sup>nd</sup> day of September 2020.

  
\_\_\_\_\_  
William J. Edwards, Corporate Counsel





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)  
9/8/2020

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 rights to the certificate holder in lieu of such endorsement(s).

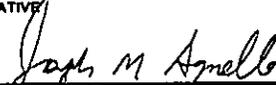
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company		22276
	<b>INSURER B:</b> Travelers Property Casualty Co of America		25674
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 16940634                      **REVISION NUMBER:** XXXXXXX

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AUS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)  
 RE: 1794XXXXX (VARIOUS); STATEWIDE ON-CALL TURNPIKE SYSTEM SERVICES 42926. STATE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> 16940634 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION JOHN O. MORTON BUILDING 7 HAZEN DRIVE, PO BOX 483 CONCORD NH 03302-0483	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)  
9/8/2020

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	<b>INSURER A:</b> Berkshire Hathaway Specialty Insurance Company <b>NAIC #</b> 22276	
	<b>INSURER B:</b> AIG Specialty Insurance Company <b>26883</b>	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
<b>INSURER F:</b> _____		

**COVERAGES**      **CERTIFICATE NUMBER:** 16940636      **REVISION NUMBER:** XXXXXXX

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 Y/ND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 1794XXXXX (VARIOUS); STATEWIDE ON-CALL TURNPIKE SYSTEM SERVICES 42926. PROFESSIONAL LIABILITY RETENTION: \$75,000.

**CERTIFICATE HOLDER**

16940636  
 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
 JOHN O. MORTON BUILDING  
 7 HAZEN DRIVE, PO BOX 483  
 CONCORD NH 03302-0483

**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

*John M. Amello*

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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

9/8/2020

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<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Berkshire Hathaway Specialty Insurance Company		22276
<b>INSURER B :</b> AIG Specialty Insurance Company		26883
<b>INSURER C :</b> _____		_____
<b>INSURER D :</b> _____		_____
<b>INSURER E :</b> _____		_____
<b>INSURER F :</b> _____		_____

**COVERAGES**                      **CERTIFICATE NUMBER:** 16940636                      **REVISION NUMBER:** XXXXXXXX

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 1794XXXXX (VARIOUS); STATEWIDE ON-CALL TURNPIKE SYSTEM SERVICES 42926. PROFESSIONAL LIABILITY RETENTION: \$75,000.

**CERTIFICATE HOLDER****CANCELLATION**

16940636  
 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
 JOHN O. MORTON BUILDING  
 7 HAZEN DRIVE, PO BOX 483  
 CONCORD NH 03302-0483

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

*Joseph M. Amello*

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25 Sun

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

Bureau of Environment August 11, 2020

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Tighe & Bond, Inc., Portsmouth, NH, Vendor #223259, for an amount not to exceed \$400,000.00, for on-call environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations statewide, effective upon Governor and Council approval, through October 31, 2023.

Funds to support this request are available in the following account in State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in State FY 2022, State FY 2023, and State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 5 columns: Account Number, FY 2021, FY 2022, FY 2023, FY 2024. Rows include Consolidated Federal Aid and 046-500464 Gen Consultants Non-Benefit.

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department requires on-call professional environmental/wetlands-related services with a focus on coastal wetlands and resources for Department projects and activities at various locations throughout the State that will complement the work being performed by the staff of the Bureau of Environment. The types of services required shall generally include, but are not limited to, providing coastal wetlands assessment, wetland delineation/impact assessment/permitting, environmental documentation, wetland mitigation, stream crossing data collection/assessment design, monitoring of wetland and/or stream restoration mitigation sites, invasive species delineation, and rare plants/endangered species investigations.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for two Statewide On-Call Coastal Wetlands and Environmental Services contracts. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on October 11, 2019, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on December 12, 2019 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four (4) shortlisted firms were notified on December 26, 2019

through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on March 12, 2020 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the four (4) firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short listed firms were notified of the results and the two highest-ranking firms were asked to submit a fee proposal for negotiations.

The long list of seven (7) consultant firms that were considered for this assignment, with the four (4) short-listed firms shown in bold, is as follows:

Consultant Firm

Office Location

GM2 Associates, Inc.

Concord, NH

**GZA GeoEnvironmental, Inc.**

**Bedford, NH**

**McFarland-Johnson, Inc.**

**Concord, NH**

**Normandeau Associates, Inc.**

**Bedford, NH**

Stantec Consulting Services, Inc.

Auburn, NH

**Tighe & Bond, Inc.**

**Portsmouth, NH**

Vanasse Hangen Brustlin, Inc.

Bedford, NH

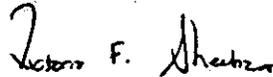
The firm of Tighe & Bond, Inc. was recommended for one of the two contracts. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached. The second contract, with the firm of GZA GeoEnvironmental, Inc., is being processed separately.

Tighe & Bond, Inc. has agreed to furnish the on-call services for an amount not to exceed \$400,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use of a cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Coastal Wetlands and Environmental Services 42834) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

**PROJECT: Statewide On-Call Coastal Wetlands and Environmental Services 42833 & 42834**

**DESCRIPTION:** Two (2) Statewide On-Call Agreements, anticipated at \$400,000 each over a three-year term, are needed to conduct environmental/wetlands-related services for Department projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services may include: Preparation of Coastal Functional Assessments pursuant to new NH Department of Environmental Services (DES) Administrative Rule Env-Wt 603.04; Preparation of Vulnerability Assessments pursuant to new DES Administrative Rule Env-Wt 603.05; Delineation of wetlands (following the 1987 US Army Corps of Engineers Wetland Delineation Manual); Assessment of coastal/tidal functions and resiliency; Assessment of wetland functions and values; Assessment of wetland impacts; Stream crossing data collection, assessment and design; Preparation of permit applications and plans, such as for DES Wetlands and/or Shoreland Permits; Identification of areas under the Shoreland Water Quality Protection Act; Development of environmental documentation, including wetlands/coastal/sustainability-related narratives; Development of wetland mitigation strategies; Monitoring wetland mitigation construction; Completion of wetland/wetland mitigation monitoring reports; Identification of invasive species; Identification of rare plants/endangered species; and Coordination with natural resource agencies, as necessary. Consultants submitting a Letter of Interest will be assessed on their capability to perform the above-mentioned services, other relevant project experienced with references noted, and their current workload with the Department. This work will require Certified Wetland Scientist licensure, and Professional Engineering licensure in the State of New Hampshire, as well as a New Hampshire Licensed Land Surveyor.

**SERVICES REQUIRED: : ENV, HYD, RDWY, STRC, SURV, WET, WQS**

**SUMMARY**

GZA GeoEnvironmental, Inc.	1	1	1	1	1	1	1	7
McFarland-Johnson, Inc.	3	3	3	3	3	3	3	21
Normandeau Associates, Inc.	4	4	4	4	4	4	4	28
Tighe & Bond, Inc.	2	2	2	2	2	2	2	14

**EVALUATION OF TECHNICAL PROPOSALS**

Rating Consideration	WEIGHT	Scoring of Firms			
		GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	18	15	17
Clarity of the Proposal	20%	20	18	16	18
Capacity to Perform in a Timely Manner	20%	19	19	18	18
Quality & Experience of Project Manager/Team	20%	20	17	17	19
Previous Performance	10%	10	10	7	8
Overall Suitability for the Assignment	10%	10	8	7	10
<b>Total</b>	<b>100%</b>	<b>99</b>	<b>90</b>	<b>80</b>	<b>92</b>

Ranking of Firms: 1. GZA  
2. TIGHE + BOND  
3. MJ  
4. NORMANDEAU

Rating Consideration	WEIGHT	Scoring of Firms			
		GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	15	15	16
Clarity of the Proposal	20%	20	20	15	20
Capacity to Perform in a Timely Manner	20%	20	20	15	20
Quality & Experience of Project Manager/Team	20%	20	15	15	16
Previous Performance	10%	5	5	5	5
Overall Suitability for the Assignment	10%	10	10	5	10
<b>Total</b>	<b>100%</b>	<b>95</b>	<b>85</b>	<b>70</b>	<b>87</b>

Ranking of Firms: 1. GZA  
2. TIGHE + BOND  
3. MJ  
4. NORMANDEAU

# EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	19	18	19
Clarity of the Proposal	20%	20	18	18	20
Capacity to Perform in a Timely Manner	20%	19	20	17	18
Quality & Experience of Project Manager/Team	20%	19	19	17	19
Previous Performance	10%	10	10	9	10
Overall Suitability for the Assignment	10%	10	9	9	10
<b>Total</b>	<b>100%</b>	<b>98</b>	<b>95</b>	<b>88</b>	<b>96</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. McFarland-Johnson  
4. Normandeau

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	17	17	18
Capacity to Perform in a Timely Manner	20%	18	18	17	18
Quality & Experience of Project Manager/Team	20%	18	18	17	18
Previous Performance	10%	8	8	7	8
Overall Suitability for the Assignment	10%	9	7	7	8
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>86</b>	<b>82</b>	<b>89</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. M-J  
4. Normandeau

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	17	19
Clarity of the Proposal	20%	19	16	13	18
Capacity to Perform in a Timely Manner	20%	16	16	14	16
Quality & Experience of Project Manager/Team	20%	18	19	14	18
Previous Performance	10%	9	9	6	9
Overall Suitability for the Assignment	10%	9	8	5	9
<b>Total</b>	<b>100%</b>	<b>91</b>	<b>85</b>	<b>56</b>	<b>89</b>

Ranking of Firms: 1. GZA  
2. T+B  
3. M-J  
4. Norm

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	19	18	17	19
Clarity of the Proposal	20%	19	18	17	19
Capacity to Perform in a Timely Manner	20%	19	19	19	19
Quality & Experience of Project Manager/Team	20%	18	19	18	18
Previous Performance	10%	9	8	8	8
Overall Suitability for the Assignment	10%	9	8	7	9
<b>Total</b>	<b>100%</b>	<b>93</b>	<b>90</b>	<b>86</b>	<b>92</b>

Ranking of Firms: 1. GZA GeoEnvironmental, Inc.  
2. Tighe & Bond, Inc.  
3. McFarland-Johnson, Inc.  
4. Normandeau Associates, Inc.

Rating Considerations	Scoring of Firms				
	W E I G H T	GZA GeoEnvironmental, Inc.	McFarland-Johnson, Inc.	Normandeau Associates, Inc.	Tighe & Bond, Inc.
Comprehension of the Assignment	20%	20	17	15	18
Clarity of the Proposal	20%	18	16	15	17
Capacity to Perform in a Timely Manner	20%	18	17	17	18
Quality & Experience of Project Manager/Team	20%	19	19	17	17
Previous Performance	10%	10	7	6	9
Overall Suitability for the Assignment	10%	10	8	7	9
<b>Total</b>	<b>100%</b>	<b>95</b>	<b>83</b>	<b>77</b>	<b>88</b>

Ranking of Firms: 1. GZA  
2. Tighe & Bond  
3. M-J  
4. Normandeau

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Tighe &amp; Bond, Inc.</b>			3. YEAR ESTABLISHED <b>2011</b>	4. DUNS NUMBER <b>966663002</b>
2b. STREET <b>177 Corporate Drive</b>			5. OWNERSHIP	
2c. CITY <b>Portsmouth</b>			2d. State <b>NH</b>	2e. ZIP CODE <b>03801</b>
6a. POINT OF CONTACT NAME AND TITLE <b>Bradlee L. Mezquita, P.E., Vice President</b>			a. TYPE <b>Corporation</b>	
6b. TELEPHONE NUMBER <b>(603) 433- 8818</b>		6c. E-MAIL ADDRESS <b>BLMezquita@tigheBond.com</b>		
8a. FORMER FIRM NAME(S) (if any) <b>Appledore Engineering, Inc.</b>			8b. YEAR ESTABLISHED <b>1987</b>	8c. UNIQUE ENTITY IDENTIFIER <b>869246736</b>
6b. TELEPHONE NUMBER <b>(603) 433- 8818</b>			7. NAME OF FIRM (if block 2a is a branch office)	

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	38	1	B02	Bridges	1
06	Architect	1	0	C06	Churches; Chapels	1
12	CADD Technician	11	1	C07	Coastal Engineering	2
08	Chemical Engineer	8	0	C10	Commercial Buildings; Shopping Centers	4
10	Civil Engineer	82	15	C11	Community Facilities	1
15	Electrical Engineer	7	0	D01	Dams (Concrete; Arch)	1
21	Technician/Analyst	5	1	D02	Dams (Earth; Rock) Dikes, Levees	1
23	Environmental Scientists	73	0	D07	Dining Halls, Clubs, Restaurants	1
24	Environmental Engineer	49	5	E02	Educational Facilities; Classrooms	3
27	Foundation/Geotechnical Eng.	5	1	E09	Environmental Impact Studies	1
29	Geographic Information System	11	0	E11	Environmental Planning	1
30	Geologists	2	0	E12	Environmental Remediation	1
36	Industrial Hygienist	1	0	G01	Garages, Vehicle Maint. Facility, Park Deck	1
38	Construction Inspectors	12	1	H01	Harbors; Jetties, Piers, Ship Terminal	1
42	Mechanical Engineer	9	0	H07	Highways; Streets; Parking Lots	2
47	Planner: Urban/Regional	5	0	H09	Hospital & Medical Facilities	1
52	Sanitary Engineer	3	0	H10	Hotels, Motels	1
57	Structural Engineer	10	0	H11	Housing (residential, multi-fam, appts, con)	2
60	Transportation Engineer	11	1	L01	Laboratories; Medical Research Fac.	1
62	Water Resources Engineer	15	2	O01	Office Buildings, Industrial Parks	2
				P02	Petroleum and Fuel (Storage Distribution)	1
				P05	Planning (Community, Regional, State)	1
				P06	Planning (site, installation, proj.)	3
				R04	Recreation Facilities (Parks, etc.)	1
				R06	Rehab (buildings, struct, facilities)	1
				S04	Sewage Collection, Treatment & Disposal	1
				S05	Soils & Geologic Studies, Foundation	1
				S06	Solar Energy Utilization	1
				S07	Solid Wastes; Incineration, Landfill	1
				S13	Storm Water Handling & Facilities	1
	<b>Total</b>	<b>358</b>	<b>28</b>			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS  
(Insert revenue index number shown at right)

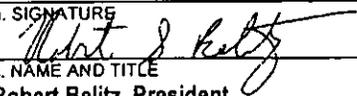
a. Federal Work	0
b. Non-Federal Work	6
c. Total Work	6

### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- |   |   |
|---|---|
| 1. Less than \$100,000                  | 6. \$2 million to less than \$5 million   |
| 2. \$100,000 to less than \$250,000     | 7. \$5 million to less than \$10 million  |
| 3. \$250,000 to less than \$500,000     | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million   | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater               |

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>5/7/2019</b>
c. NAME AND TITLE <b>Robert Belitz, President</b>	



## LEONARD LORD, PhD, CSS, CWS

### SENIOR ENVIRONMENTAL SCIENTIST

Leonard Lord is a Senior Environmental Scientist with 33 years of experience conducting natural resource surveys, assessments, and permitting. His research focuses on factors contributing to plant species diversity in wetlands and contributes to his expertise in habitat restoration and invasive vegetation control. He has worked on a wide variety of projects for clients in both the public and private sector. His experience includes site-specific soil mapping, test pit evaluation, wetland delineation, wetland evaluation, habitat restoration, rare plant surveys and impact mitigation, site suitability analyses, municipal impact application review, conservation easement procurement and stewardship, nutrient management planning, and invasive vegetation management.

#### EXPERIENCE

33 Years

#### SPECIALTIES

Natural Resource Permitting  
Wetland Delineation & Assessment  
Soil Mapping & Assessment  
Natural Habitat and Vegetation  
Restoration

#### EDUCATION

Doctor of Philosophy  
Master of Science  
Plant Biology  
University of New Hampshire

Bachelor of Science  
Soil Science  
University of New Hampshire

#### LICENSES & REGISTRATIONS

Certified Wetland Scientist  
NH #14

Certified Soil Scientist  
NH #19  
ME #271

Supervisory Pesticide Applicator  
(Invasive Species)  
#S-1930850

Subsurface Wastewater Disposal  
System Designer  
NH #834

#### PROFESSIONAL AFFILIATIONS

New Hampshire Association of Natural  
Resource Soil Scientists (Charter  
Member)

Society of Soil Scientists of Northern  
New England

#### NATURAL RESOURCE EVALUATION AND MANAGEMENT

##### WETLAND DELINEATION AND PERMITTING—NEW ENGLAND

Conducted wetland, vernal pool, rare plant, and related natural resource surveys on numerous projects based primarily in NH and ME. Evaluated site suitability for proposed projects. Prepared function and value assessments. Consulted on wetland impact minimization. Prepared impact permitting and associated project presentations to regulatory boards and agencies. Prepared wetland restoration plans, supervised restoration implementation, and conducted success monitoring in predominantly wetland habitats.

##### SOIL MAPPING AND EVALUATION—NEW ENGLAND

Conducted high intensity and site-specific soil mapping, prepared test pit evaluations and soil profile descriptions, conducted hydric soil determinations, and evaluated soil limitations in relation to land development and utilization. Prepared septic system designs. Work was conducted for numerous projects based primarily in NH and ME.

##### HABITAT RESTORATION—NEW HAMPSHIRE

Planned, acquired funding, permitted, and supervised habitat restoration on numerous projects across a wide range of sites. Habitats included forests, shrublands, meadows, and marshes in upland, wetland, and coastal areas. Projects included New England cottontail habitat restorations, municipal conservation land restorations, rare plant habitat restorations, exemplary plant community restorations, town forest restorations, and municipal working lands restorations.

##### MUNICIPAL SOIL & WETLAND TECHNICAL ASSISTANCE—NEW HAMPSHIRE

Provided technical advising and review oversight to over a dozen municipalities in their processing of wetland and soil evaluations for local permitting for over nine years in southeastern NH. Work included wetland and soil map reviews, prime wetland reviews, test pit witnessing, septic design reviews, site development reviews, and subdivision reviews.

##### LAND STEWARDSHIP—NEW HAMPSHIRE

Oversaw easement stewardship for nine years on 103 conservation easements in Rockingham County, NH. Negotiated easements and fees, provided land management oversight, worked with landowners, worked through legal issues, oversaw annual monitoring.

TABLE OF CONTENTS

PREAMBLE

<b>ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED.....</b>	<b>2</b>
A. DESCRIPTION OF SERVICES .....	2
B. SCOPE OF WORK .....	2
C. STAFFING .....	6
D. QUALITY CONTROL .....	6
E. TASK ORDERS .....	7
F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION .....	7
G. WORK SCHEDULE AND PROGRESS REPORTS .....	7
H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS .....	8
I. DELIVERABLES .....	8
J. DATE OF COMPLETION .....	9
<b>ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES.....</b>	<b>10</b>
A. AGREEMENT GENERAL FEE .....	10
B. METHOD OF COMPENSATION FOR TASK ORDERS .....	10
C. COST-PLUS-FIXED-FEE FORMAT .....	10
D. LUMP-SUM FORMAT .....	12
E. SUBCONSULTANT SUPPORTING SERVICES .....	12
F. TASK ORDER AMENDMENTS.....	12
G. RECORDS, REPORTS, AND FINAL AUDIT .....	12
<b>ARTICLE III - GENERAL PROVISIONS.....</b>	<b>14</b>
A. HEARINGS, ETC.....	14
B. CONTRACT PROPOSALS.....	14
<b>ARTICLE IV - STANDARD PROVISIONS .....</b>	<b>15</b>
A. STANDARD SPECIFICATIONS .....	15
B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS .....	15
C. EXTENT OF CONTRACT.....	15
1. Contingent Nature of Agreement .....	15
2. Termination .....	15
D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS .....	16
E. ADDITIONAL SERVICES .....	17
F. OWNERSHIP OF PLANS.....	17
G. SUBLETTING .....	17
H. GENERAL COMPLIANCE WITH LAWS, ETC.....	18
I. BROKERAGE .....	18
J. CONTRACTUAL RELATIONS .....	18
1. Independent Contractor .....	18
2. Claims and Indemnification .....	18
3. Insurance .....	19
4. No Third-Party Rights .....	20
5. Construction of Agreement .....	20
K. AGREEMENT MODIFICATION .....	20

L.	EXTENSION OF COMPLETION DATE(S) .....	20
M.	TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE .....	20
N.	DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS .....	22
	1. Policy.....	22
	2. Disadvantaged Business Enterprise (DBE) Obligation .....	22
	3. Sanctions for Non-Compliance. ....	22
O.	DOCUMENTATION.....	23
P.	CLEAN AIR AND WATER ACTS.....	23

**ATTACHMENTS**

- A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
  - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS  
CONTRACTS OR SUBCONTRACTS, ETC.
  - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS
  - 3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
  - 4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
  - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN  
FEDERAL FUNDS
  - 6. SIGNATURE PAGE
  - 7. CERTIFICATION OF GOOD STANDING
  - 8. CERTIFICATION OF AUTHORITY / VOTE
  - 9. CERTIFICATION OF INSURANCE

STATEWIDE ON-CALL  
COASTAL WETLANDS & ENVIRONMENTAL SERVICES  
42834

AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 17<sup>th</sup> day of August in the year 2020 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Tighe & Bond, Inc., with principal place of business at 53 Southampton Road, in the City of Westfield, State of Massachusetts, and New Hampshire local office at 177 Corporate Drive in the City of Portsmouth, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources. These services are outlined in the CONSULTANT'S technical proposal dated February 5, 2020.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. DESCRIPTION OF SERVICES**

The DEPARTMENT requires consulting services that will complement the work being performed by the staff of the Bureau of Environment. The types of services required under the terms of this AGREEMENT shall generally include, but are not limited to, providing on-call professional environmental/wetlands-related services for DEPARTMENT projects and activities at various locations throughout the State, with a focus on coastal wetlands and resources.

#### **B. SCOPE OF WORK**

The CONSULTANT may be required to provide any of the following services:

##### **Coastal Wetlands Assessment**

This task involves assessing wetlands and jurisdictional areas in the coastal region of the State of New Hampshire, pursuant to NH Department of Environmental Services (NHDES) Administrative Rules PART Env-Wt 600.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Utilize a qualified coastal professional to complete coastal functional assessments (Env-Wt 603.04).
- Complete coastal vulnerability assessments (Env-Wt 603.05).
- Evaluate coastal/tidal functions, and their effect on transportation infrastructure.
- Develop methods for making infrastructure resilient to the effects of sea level rise. Resources for consideration in any evaluation shall include those developed by the NH Coastal Risks and Hazards Commission.

##### **Wetland Delineation/Impact Assessment/Permitting**

This task involves the delineation of wetlands including paired upland and wetland data plots, delineation of surface waters, assessment of wetland functions and values, completion of wetlands reports, preparing permit applications, such as for a NHDES Wetlands and/or Shoreland Water Quality Protection Act (RSA 483-B) Permit, and coordination with natural resource agencies as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate wetlands within the project area in accordance with:

## ARTICLE I

- The US Army Corps of Engineers (ACOE) Wetlands Delineation Manual (Jan 1987) and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0, January 2012).
- RSA 482-A, and PART Env-Wt 100-900.
- Utilizing Field Indicators of Hydric Soils in the United States (Version 8.2, U.S. Department of Agriculture 2018), the National Wetland Plant List: 2016 Wetland Rankings (Lichvar et al. 2016), and Classification of Wetlands and Deepwater Habitats of the United States (Federal Geographic Data Committee 2013) as reference standards.
- Delineate the ordinary high water and top of bank of surface waters.
- Gather descriptive information, site sketches, and photographs of the wetlands within the project area.
- Flag delineated wetlands and soil data plots within the project area. Label flags with an alphanumeric sequence.
- GPS and/or survey flag locations, as appropriate, and provide electronic files compatible with DEPARTMENT criteria (MicroStation and GIS).
- Assess Functions and Values using the ACOE Highway Methodology Workbook Supplement (November 1995), or other approved method, as well as best professional judgment.
- Prepare a Wetlands Delineation Report that identifies the locations of the delineated wetlands, identifies their classification, including ACOE Wetland Determination Data Forms that include soil data plot forms, discusses the Functions and Values of the jurisdictional wetland areas, and identifies the flagging numbering system.
- Meet, as necessary, with Federal and State natural resource agencies to discuss the findings and the evaluation of wetlands and/or to field review areas of environmental concerns.
- Complete the NHDES Standard Dredge and Fill and/or Shoreland Permit applications.

### Environmental Documentation

This task involves the preparation of environmental documentation for approval of the DEPARTMENT, FHWA, or other Federal agencies.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Prepare environmental narratives, in whole or in part, for documentation sufficient to comply with the National Environmental Policy Act, relating to wetlands/shoreland impacts, coastal resources and resiliency, floodplains/floodways, water quality, farmland soils, parks/recreation areas, conservation areas, Section 4(f) resources, Section 6(f) resources, wildlife and wildlife habitats, fisheries and stream crossings, Threatened and Endangered species, historic and archaeological

## ARTICLE I

resources, noise studies, air quality studies, invasive species, Coastal Zone Management areas, Essential Fish Habitat (EFH), and hazardous/contaminated materials.

- Prepare Section 4(f) Evaluations (23 CFR PART 774).
- Prepare State-level environmental documentation for approval by the Bureau of Environment for State funded projects. It is anticipated that State-level assignments under this AGREEMENT would involve use of the "NHDOT Environmental Review-Short Form for Non-Federal Projects," or other similar format.

### Wetland Mitigation

This task involves the investigation, development and/or refinement of wetland mitigation options necessitated as compensation for unavoidable wetland impacts associated with highway projects (33 CFR PART 332)

The CONSULTANT shall (as directed by the DEPARTMENT):

- Investigate potential sites, which would compensate for unavoidable impacts to jurisdictional wetlands and loss of their functions and values resulting from the proposed highway project.
- Prepare a *Potential Wetland Mitigation Assessment Report* that identifies and evaluates mitigation sites. The report will detail the potential acreages of preservation, restoration or creation, and the functions and values replication potentials at each site. The report will also detail the potential use of an in-lieu fee paid to the NHDES Aquatic Resource Mitigation (ARM) Fund.
- Design wetland creation sites, including preparation of a *Wetland Mitigation Technical Report*, containing information required by the ACOE's current "Regulatory Guidance Letter" and "Mitigation Plan Checklist."
- Meet, as necessary, with natural resource agencies, local officials, and/or concerned parties to discuss the findings and the evaluations of the wetland mitigation sites and/or to field review these potential areas.

### Stream Crossing Data Collection/Assessment/Design

This task involves the investigation, assessment, data collection, technical report preparation, and design of and for stream crossings.

The CONSULTANT shall (as directed by the DEPARTMENT), perform assessments, data collection and all necessary documentation for stream crossings in accordance with PART Env-Wt 900. Stream crossing designs shall include, as necessary, a hydraulic capacity report, and detailed alternatives analysis. In addition, for designs, the following shall apply:

- Study, develop, and/or refine alignments, concepts, layouts, traffic control, drainage, and environmental impacts, based on the description of work and other support work that may be necessary.

## ARTICLE I

- Prepare presentation plans.
- Prepare right-of-way plans, contract plans, contract documents and landscaping plans. In some cases, the DEPARTMENT may furnish preliminary studies of the improvements to be developed and/or refined by the CONSULTANT.
- Complete the designs including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT, Federal Highway Administration and/or any other state or federal agency that may be required.
- Perform complex drainage studies and/or designs.
- Perform other engineering, photogrammetric, technical and drafting work as directed by the DEPARTMENT.
- Review the utility involvement and determine any associated impacts on the project. Coordinate with the project designers and the utility companies to arrange for utility relocations.
- Provide visualization of the proposed improvements superimposed and merged with a pictorial view of the existing condition.
- Perform video inspection of culverts and corresponding report of culvert condition.
- Provide technical writing services for grant applications.

### Monitoring of Wetland and/or Stream Restoration Mitigation Sites

This task involves field personnel inspection of wetland and/or stream restoration mitigation construction sites and directing the DEPARTMENT's Contractor in the successful completion of a created mitigation to achieve the stated functions of the *Mitigation Technical Report*.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Monitor wetland mitigation sites (creation, restoration and preservation) in accordance with conditions detailed in the ACOE Section 404 Permit and the NHDES Dredge and Fill Permit and in accordance with specific *Wetland Mitigation Plans* and commitments.
- Effectively communicate to manage the construction of all aspects of the *Wetland Mitigation Plans* with the DEPARTMENT's Contractor. Coordinate actions to ensure the work is being performed in accordance with the *Wetland Mitigation Plans*.
- Review, document and amend the mitigation design based on unanticipated field conditions in consultation with the DEPARTMENT and/or permitting agencies, as needed.
- Oversee remedial actions required to ensure the establishment of a functioning mitigation site.
- Prepare construction monitoring reports that evaluate the mitigation site construction.
- Monitor and assess the constructed mitigation site to assure the site is functioning as designed.

## ARTICLE I

- Prepare a *Wetland Mitigation Monitoring Report* for distribution to appropriate natural resource agencies, local officials and/or interested parties.

### **Invasive Species Delineation**

This task involves delineation of invasive species as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Delineate the location of invasive species within the project area.
- Identify species and extent of infestation.
- GPS/survey locations and provide electronic files compatible with DEPARTMENT criteria (MicroStation and GIS).
- Prepare a map or key identifying and defining species, or label within the shapefile.

### **Rare Plants/Endangered Species Investigations**

This task involves the determination of the presence of rare plants, endangered species, exemplary natural communities and/or wildlife habitats as necessary.

The CONSULTANT shall (as directed by the DEPARTMENT):

- Coordinate, as necessary, with the NH Natural Heritage Bureau, NH Fish & Game Department and/or US Fish and Wildlife Service to determine the presence of rare plants, endangered species, exemplary natural communities or wildlife habitats.
- Conduct plant surveys to determine location and extent of rare plant populations.
- Conduct habitat assessments and biological surveys to assess potential for or presence of endangered wildlife.

### **C. STAFFING**

The CONSULTANT shall submit the Salary Rate Calculation Form (furnished to the CONSULTANT by the DEPARTMENT) which contains the average salary rates for the personnel anticipated to be assigned to the Task Order. This form will be used for Task Order cost development independently by the CONSULTANT and the DEPARTMENT prior to entering into negotiations for Task Orders under this AGREEMENT.

### **D. QUALITY CONTROL**

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

## ARTICLE I

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract scope of work, terms and conditions, to carry out a specific project for the DEPARTMENT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. The CONSULTANT shall sign the Authorization to Proceed Letter and return it to the DEPARTMENT. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the CONSULTANT with the appropriate materials, in electronic and/or hardcopy format, as needed to perform the assigned work.

### **G. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization to Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

## ARTICLE I

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall report progress monthly for each active Task Order with activity during the billing period, in accordance with the DEPARTMENT'S Standardized Invoicing.

### **H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in their original format and in the format submitted to the DEPARTMENT.

### **I. DELIVERABLES**

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data:** The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

**Computer Aided Design/Drafting (CAD/D) files:** Any and all CAD/D-related work during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT, which will be coordinated on each assignment. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

- Word Processing: Microsoft Word 2010 or NHDOT compatible version
- Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version
- Databases: Microsoft Access 2003 or NHDOT compatible version

## ARTICLE I

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

**Website Information:**

- a. Website Content: All external NHDOT websites created for Task Orders under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in <https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf>.
- b. Website Documents: All documents posted to a website created for Task Orders under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in <https://www.section508.gov/content/build/create-accessible-documents> (go to second link down under "Checklists").

**J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2023** unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

**ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES**

**A. AGREEMENT GENERAL FEE**

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$400,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$400,000.00 total amount.)

**B. METHOD OF COMPENSATION FOR TASK ORDERS**

The method of compensation for Task Orders issued under this agreement will either be a **Cost-Plus-Fixed-Fee** format with method of payment as described in Section C, or a **Lump-Sum** format with method of payment as described in Section D. A **Task Order Fee Summary** will be included in the DEPARTMENT-issued Authorization to Proceed for a Task Order.

**C. COST-PLUS-FIXED-FEE FORMAT**

1. **Task Order Cost Development** - The negotiated not-to-exceed cost of each cost-plus-fixed-fee format Task Order will be computed as follows:

$$\begin{aligned} & \text{Labor Costs [hours x average rates* + indirect cost rate x (hours x rates)]} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ = & \text{ Negotiated Task Order Cost} \end{aligned}$$

- \* The average rates are the Average NHDOT Allowed Rates from the most-current version of the **Salary Rate Calculation Form** (see Article I Section C - Staffing).

2. **Task Order Cost Reimbursement** - In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT for each Task Order an amount equal to the sum of the following costs (a)+(b)+(c)+(d)+(e):

- a. Actual salaries\* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

\* In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be \$60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

## ARTICLE II

- b. Overhead costs applicable to the direct salary costs. The audited indirect cost rates of 180.09%, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT agrees that the indirect cost rate shall be extended at that rate for the duration of the Contract in accordance with 23 CFR 172.11 (b)(1)(vi). An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.
- c. A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.
- d. Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than \$100,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulation (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$100,000 shall be invoiced as direct expenses and do not require individual invoices.
- e. Reimbursement for actual cost of subconsultants.

The amount payable under categories (a), (b), (d), and (e) may be reallocated within the not-to-exceed Task Order amount upon mutual agreement of the DEPARTMENT and CONSULTANT. The fixed fee (c) shall only change when there has been a significant increase or decrease in the scope of work. The estimated amounts for (a), (b), (d), and (e) and the actual amount for (c) are listed in the Fee Summary section of the Authorization to Proceed for each Task Order.

- 3. **Task Order Limitation of Costs** – The total amount to be paid for any Task Order shall not exceed the sum of the amounts shown in the Task Order Fee Summary limits contained in the Authorization to Proceed Letter. It is expected that the CONSULTANT agrees to use best efforts to perform the work specified in the Task Order Scope of Work and all obligations under this contract within such limiting amount.
- 4. **Task Order Payments** - Monthly payments on account may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the

## ARTICLE II

DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing.

### **D. LUMP-SUM FORMAT**

**Task Order Cost Reimbursement** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead; based on the estimated risk to be borne by the CONSULTANT); direct expenses, and subconsultant costs. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment. For a substantial lump-sum Task Order, the DEPARTMENT'S Lump Sum Article II for standalone agreements will be furnished to the CONSULTANT for additional reference information.

### **E. SUBCONSULTANT SUPPORTING SERVICES**

The subconsultant firms included in the CONSULTANT'S Technical Proposal are:

- Doucet Survey, Inc. – Surveying services
- Pepperell Cove Marine – Marine Benthic Surveys

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

### **F. TASK ORDER AMENDMENTS**

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

### **G. RECORDS, REPORTS, AND FINAL AUDIT**

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT and all items charged on this project. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period, and for three (3) years from the date final payment is made and all other pending matters are closed, for examination

## ARTICLE II

by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

**For Cost-Plus-Fixed-Fee Task Orders only:** All costs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the negotiated amount for any Task Order. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

## ARTICLE IV

### ARTICLE IV - STANDARD PROVISIONS

#### A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 177 Corporate Drive, Portsmouth, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### C. EXTENT OF CONTRACT

##### 1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### 2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the

## ARTICLE IV

services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to

## ARTICLE IV

perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability

## ARTICLE IV

(errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

## ARTICLE IV

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or

## ARTICLE IV

modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

### **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

### **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

### **M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)**

#### **COMPLIANCE**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

## ARTICLE IV

- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter

## ARTICLE IV

into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

## ARTICLE IV

### **O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency 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. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

## ATTACHMENT A

### Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT <sup>x</sup>\_\_\_\_, proposed subconsultant \_\_\_\_\_, hereby certifies that it has <sup>x</sup>\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has <sup>x</sup>\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Tighe & Bond, Inc.

\_\_\_\_\_  
(Company)

By: Marc J. Richards

Marc J. Richards, PE, LSP, Senior Vice President

\_\_\_\_\_  
(Title)

Date: August 17, 2020

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

*Attachment 2*

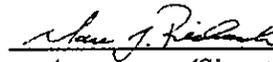
**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

08/17/2020

\_\_\_\_\_  
(Date)



\_\_\_\_\_  
(Signature)

Marc J. Richards, PE, LSP  
Senior Vice President  
Tighe & Bond, Inc.

Attachment 3

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Tighe & Bond, Inc. and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

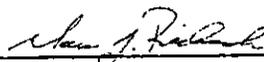
except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

08/17/2020

(Date)



(Signature)

Marc J. Richards, PE, LSP  
Senior Vice President  
Tighe & Bond, Inc.

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of Project Development of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

August 21, 2020  
(Date)

  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

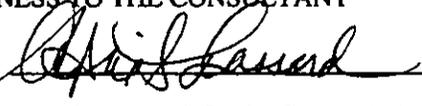
The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 6

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

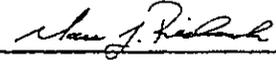
Consultant

WITNESS TO THE CONSULTANT

By:   
April S. Lassard, Senior Contracts Manager

Dated: 08/17/2020

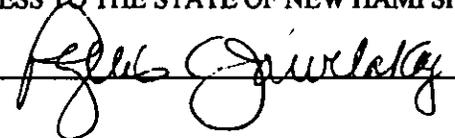
CONSULTANT

By:   
Marc J. Richards, PE, LSP, Senior Vice President  
(TITLE)

Dated: 08/17/2020

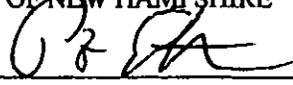
Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: 

Dated: August 21, 2020

THE STATE OF NEW HAMPSHIRE

By:   
Director of Project Development

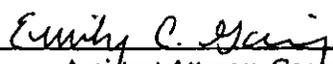
for DOT COMMISSIONER

Dated: August 21, 2020

Attorney General

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 9/14/2020

By:   
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Secretary of State

Corporate Resolution

I, Peter J. Grabowski, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

Tighe & Bond, Inc. I hereby certify the following is a true copy of a vote taken at,  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 28,  
2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Marc J. Richards, PE, LSP, Senior Vice President is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

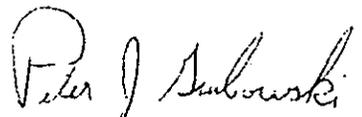
Tighe & Bond, Inc. with the State of New Hampshire and any of its agencies  
(Name of Corporation )

or departments and further is authorized to execute any documents which  
may in his/her judgment be desirable or necessary to affect the purpose of  
this vote, including but not limited to Statewide On-Call Coastal Wetlands &  
Environmental Services 42833.

I hereby certify that said vote has not been amended or repealed and remains in  
full force and effect as of the date of the contract to which this certificate is attached. This  
authority remains valid for thirty (30) days from the date of this Corporate Resolution. I  
further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person(s) listed above currently occupy the position(s)  
indicated and that they have full authority to bind the corporation. To the extent that  
there are any limits on the authority of any listed individual to bind the corporation in  
contracts with the State of New Hampshire, all such limitations are expressly stated  
herein.

DATED: August 17, 2020

ATTEST:

  
Peter J. Grabowski, PE  
Corporate Secretary



# State of New Hampshire

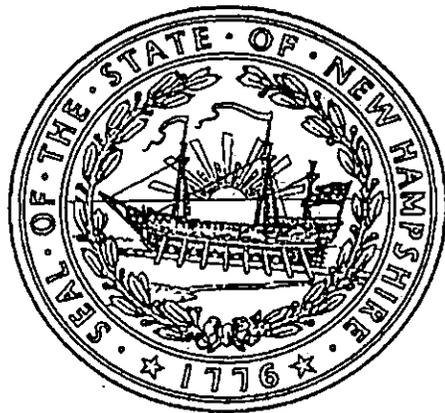
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TIGHE & BOND, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 12, 1984. 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: 77856

Certificate Number: 0004983982



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of August A.D. 2020.

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

William M. Gardner  
Secretary of State



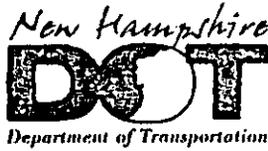
**NOTEPAD:**

HOLDER CODE NHDOT-1  
INSURED'S NAME Tighe & Bond, Inc., T&B Engineering, P.C.,

TIGHE-1  
OP ID: DB

PAGE 2  
Date 09/23/2020

State of New Hampshire COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION  
is included as additional insured under the general liability policy  
subject to same terms and conditions. 30 days, or 10 days in cases of  
non-payment of premium, after written notice thereof has been received by  
the STATE



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

25A

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

Bureau of Construction  
July 29, 2020

**REQUESTED ACTION**

1. Authorize the Department of Transportation to enter into a contract with New England Signal Systems, Inc. (Vendor 174153) of Northwood, NH on the basis of a low bid of \$1,026,755.00 for the installation of 10 Road Weather Information Systems around the State, from the date of Governor and Council approval through August 27, 2021, unless extended by the Department in accordance with the Standard Specifications. 51% Federal Funds, 49% Turnpike Funds.

Funding is available in State Fiscal Year 2021, and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2022 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054 Consolidated Federal Aid 400-500870 Highway Contract Payments	\$452,593.02	\$66,775.98
	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-961017-7514 Spaulding Tpk/US 4/NH116 400-500870 Highway Contract Payments	\$442,150.64	\$65,235.36

2. Further authorize that a contingency in the amount of \$30,802.65 be approved for payment of latent conditions, which may appear during the construction of the project. The contingency requested is 3% of the contract amount.

	<u>FY 2022</u>
04-96-96-963515-3054 Consolidated Federal Aid 400-500870 Highway Contract Payments	\$30,802.65

EXPLANATION

This project is part of the State's Ten Year Plan, and consists of installing 10 new Road Weather Information System (RWIS) located in Northwood along US 4, in Jefferson along NH 115, in Peterborough along NH 101, in Exeter along NH 101, in Wakefield along NH 16, two in Dover along NH 16, in Rochester along NH 16, and two in Milton along NH 16. This project will bring greater safety to the locations where the RWIS will be installed by allowing NHDOT crews to more efficiently manage storm response and other unplanned event response while working remotely.

The project is needed to enhance the RWIS Program across the State. These installations will supplement and fill in coverage gaps in the existing RWIS network. This project will install 5 new RWIS on the Turnpike system and 5 new RWIS along various routes.

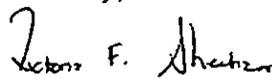
Although the bid costs exceeded the Department's estimate by 36.11%, the low bid of 5 bids received is felt to be reasonable for the work involved. 100% of the overage is related to the RWIS items (10 total). The Department's estimate for these items was consistently lower than the A-Bidder. The B-Bidder prices were 25% higher, on average, than the low bid. Re-advertising this project would result, in our opinion, in higher prices and prevent the completion of the work in a timely manner. The Department considers it to be in the best interest of the State to accept this bid to accomplish these needed repairs.

The Contractor has been prequalified by this Department. The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available and the bid reasonably conforms to the engineer's estimate in accordance with State procedure. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

This project funding is: 51% Federal (STP-State Flexible, utilizing Turnpike Toll Credits), 49% Turnpike Capital.

A copy of the Tabulation of Bids received for this project is attached along with the Contract Supplemental Sheet and a map indicating the location of the project.

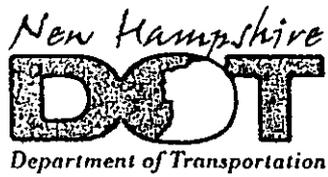
Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/pcj

Department Estimate: \$ 754,357.00  
Contract Amount: \$1,026,755.00  
Over Estimate: \$ 272,398.00  
Attachments



# ABC Bid Data

STATEWIDE-RWIS  
25198  
A003(059)

PROJECT: STATEWIDE-RWIS  
 STATE PROJECT NUMBER: 25198  
 FED. PROJECT NUMBER: A003(059)  
 DATE BIDS OPEN: June 18, 2020, 2:00  
 SCOPE OF WORK: To install Road and Weather systems around the State.  
 COMPLETION DATE: August 27, 2021  
 LOCATION:

Awarded To: NEW ENGLAND SIGNAL  
 SYSTEMS INC  
 616 FIRST NH TURNPIK  
 NORTHWOOD, NH 03261-  
 0326

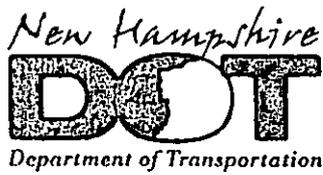
Amount: \$1,026,755.00

Award Date:

Certified by: PETER.E.STAMNAS  
 Director of Project Development

## Summary of Bidders

Contractor	Bid Amount	Rank
NEW ENGLAND SIGNAL SYSTEMS INC 616 FIRST NH TURNPIK, PO BOX 326, NORTHWOOD NH 03261-0326	\$1,026,755.00	A
DAGLE ELECTRICAL CONSTRUCTION CORP 68 INDUSTRIAL WAY, WILMINGTON MA 01887	\$1,177,711.00	B
MOULISON LLC 10 IRON TRAIL ROAD, PO BOX 348, BIDEFORD ME 04005-0348	\$1,194,167.00	C
EAST COAST SIGNALS, INC. 69 NORTH ROAD, DEERFIELD NH 03037	\$1,314,095.50	D
WESTON SOLUTIONS INC 43 N MAIN STREET, CONCORD NH 03301	\$1,737,600.00	E



# ABC Bid Data

STATEWIDE-RWIS

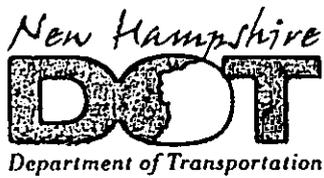
25198

A003(059)

Item No.	Description	Unit	Quantity	PS&E		NEW ENGLAND SIGNAL SYSTEMS INC 518 FIRST NH TURNPIKE NORTHWOOD, NH 03261-6328		DAOLE ELECTRICAL CONSTRUCTION CORP 58 INDUSTRIAL WAY WILMINGTON, MA 01267	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

**Items**

606.1254	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL 3) (STEEL POST)	U	2.00	\$3,000.00	\$6,000.00	\$4,250.00	\$8,500.00	\$3,600.00	\$7,200.00
606.16001	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75.00	\$27.50	\$2,062.50	\$35.00	\$2,625.00	\$35.00	\$2,625.00
606.91254	RESETTING TERMINAL UNIT (TYPE TL 3 EAGRT) (STEEL POST)	U	1.00	\$1,755.00	\$1,755.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
614.331	3" STEEL CONDUIT	LF	95.00	\$38.00	\$3,610.00	\$12.00	\$1,140.00	\$20.00	\$1,900.00
614.523	MOLDED PULL BOX 17"X30"	EA	8.00	\$450.00	\$3,600.00	\$500.00	\$4,000.00	\$600.00	\$4,800.00
614.73114	3" PVC CONDUIT, SCHEDULE 40	LF	1,000.00	\$18.00	\$18,000.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00
618.81	UNIFORMED OFFICERS WITH VEHICLE	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	2.00	\$5.00	\$10.00	\$7.50	\$15.00	\$10.00	\$20.00
621.31	SINGLE DELINEATOR WITH POST	EA	1.00	\$50.00	\$50.00	\$65.00	\$65.00	\$80.00	\$80.00
621.32	DOUBLE DELINEATOR WITH POST	EA	1.00	\$54.50	\$54.50	\$70.00	\$70.00	\$90.00	\$90.00
626.71	UTILITY POLE	EA	3.00	\$4,000.00	\$12,000.00	\$1,000.00	\$3,000.00	\$5,000.00	\$15,000.00
677.4201	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$86,450.00	\$86,450.00	\$105,916.00	\$105,916.00
677.4202	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$86,450.00	\$86,450.00	\$106,000.00	\$106,000.00
677.4203	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$86,450.00	\$86,450.00	\$106,000.00	\$106,000.00
677.4204	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$86,450.00	\$86,450.00	\$106,000.00	\$106,000.00
677.4205	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$86,450.00	\$86,450.00	\$104,000.00	\$104,000.00
677.4206	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$86,450.00	\$86,450.00	\$84,000.00	\$84,000.00
677.4207	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$86,450.00	\$86,450.00	\$104,000.00	\$104,000.00
677.4208	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$86,450.00	\$86,450.00	\$104,000.00	\$104,000.00
677.4209	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$86,450.00	\$86,450.00	\$104,000.00	\$104,000.00
677.4210	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$86,450.00	\$86,450.00	\$104,000.00	\$104,000.00
677.6301	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00



# ABC Bid Data

STATEWIDE-RWIS

25198

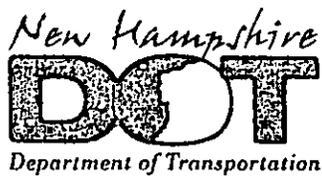
A003(059)

Item No.	Description	Unit	Quantity	PS&E		NEW ENGLAND SIGNAL SYSTEMS INC 616 FIRST NH TURNPIKE NORTHWOOD, NH 03281-0328		DAOLE ELECTRICAL CONSTRUCTION CORP 66 INDUSTRIAL WAY WILMINGTON, MA 01887	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
677.6302	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.6303	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.6304	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.63059	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
677.63069	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
677.63079	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
677.6308	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.6309	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.6310	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00
677.9404	4-CONDUCTOR #4 AWG CABLE	LF	300.00	\$28.00	\$8,400.00	\$5.00	\$1,500.00	\$4.00	\$1,200.00
677.9406	4-CONDUCTOR #6 AWG CABLE	LF	980.00	\$14.00	\$13,440.00	\$4.00	\$3,840.00	\$3.00	\$2,880.00
692.	MOBILIZATION	U	1.00	\$39,000.00	\$39,000.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
<b>Totals:</b>				<b>\$754,357.00</b>	<b>\$1,026,755.00</b>	<b>\$1,026,755.00</b>	<b>\$1,026,755.00</b>	<b>\$1,177,711.00</b>	<b>\$1,177,711.00</b>
<b>Alt. Totals:</b>									
<b>Totals:</b>				<b>\$754,357.00</b>	<b>\$1,026,755.00</b>	<b>\$1,026,755.00</b>	<b>\$1,026,755.00</b>	<b>\$1,177,711.00</b>	<b>\$1,177,711.00</b>

Item No.	Description	Unit	Quantity	*S&E		MOULISON LLC 10 IRON TRAIL ROAD BIDDEFORD, ME 04005-0348		EAST COAST SIGNALS, INC. 69 NORTH ROAD DEERFIELD, NH 03037	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

Items

606.1254	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL 3) (STEEL POST)	U	2.00	\$3,000.00	\$6,000.00	\$7,500.00	\$15,000.00	\$6,600.00	\$13,200.00
606.18001	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75.00	\$27.50	\$2,062.50	\$40.00	\$3,000.00	\$53.00	\$3,975.00
606.91254	RESETTING TERMINAL UNIT (TYPE TL 3 EAGRT) (STEEL POST)	U	1.00	\$1,755.00	\$1,755.00	\$2,500.00	\$2,500.00	\$3,225.00	\$3,225.00
614.331	3" STEEL CONDUIT	LF	95.00	\$38.00	\$3,610.00	\$65.00	\$6,175.00	\$31.00	\$2,945.00
614.523	MOLDED PULL BOX 17"X30"	EA	8.00	\$450.00	\$3,600.00	\$1,500.00	\$12,000.00	\$475.00	\$3,800.00
614.73114	3" PVC CONDUIT, SCHEDULE 40	LF	1,000.00	\$18.00	\$18,000.00	\$25.00	\$25,000.00	\$23.00	\$23,000.00
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$57,000.00	\$57,000.00
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	2.00	\$5.00	\$10.00	\$6.00	\$12.00	\$5.25	\$10.50
621.31	SINGLE DELINEATOR WITH POST	EA	1.00	\$50.00	\$50.00	\$65.00	\$65.00	\$60.00	\$60.00
621.32	DOUBLE DELINEATOR WITH POST	EA	1.00	\$54.50	\$54.50	\$75.00	\$75.00	\$65.00	\$65.00
626.71	UTILITY POLE	EA	3.00	\$4,000.00	\$12,000.00	\$2,950.00	\$8,850.00	\$1,600.00	\$4,800.00
677.4201	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$99,000.00	\$99,000.00	\$106,400.00	\$106,400.00
677.4202	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$92,500.00	\$92,500.00	\$109,725.00	\$109,725.00
677.4203	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$56,388.00	\$56,388.00	\$99,000.00	\$99,000.00	\$109,990.00	\$109,990.00
677.4204	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$92,500.00	\$92,500.00	\$102,250.00	\$102,250.00
677.4205	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$92,500.00	\$92,500.00	\$105,175.00	\$105,175.00
677.4206	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$92,500.00	\$92,500.00	\$107,300.00	\$107,300.00
677.4207	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$92,500.00	\$92,500.00	\$113,050.00	\$113,050.00
677.4208	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$92,500.00	\$92,500.00	\$102,225.00	\$102,225.00
677.4209	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$92,500.00	\$92,500.00	\$105,175.00	\$105,175.00
677.4210	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$92,500.00	\$92,500.00	\$109,125.00	\$109,125.00
677.6301	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00



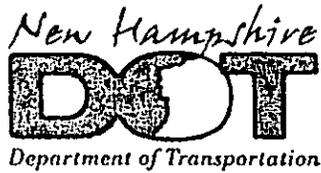
# ABC Bid Data

STATEWIDE-RWIS

25198

A003(059)

Item No.	Description	Unit	Quantity	PS&E		MOULSON LLC 10 IRON TRAIL ROAD BIDDEFORD, ME 04005-0348		EAST COAST SIGNALS, INC. 89 NORTH ROAD DEERFIELD, NH 03037	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
677.6302	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
677.6303	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00
677.6304	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
677.63059	METER AND DISCONNECT PEDESTAL (MCDIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00
677.63069	METER AND DISCONNECT PEDESTAL (MCDIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00
677.63079	METER AND DISCONNECT PEDESTAL (MCDIFY)	U	1.00	\$1,495.00	\$1,495.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00
677.6308	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
677.6309	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
677.6310	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
677.9404	4-CONDUCTOR #4 AWG CABLE	LF	300.00	\$28.00	\$8,400.00	\$5.50	\$1,650.00	\$6.00	\$1,800.00
677.9406	4-CONDUCTOR #6 AWG CABLE	LF	960.00	\$14.00	\$13,440.00	\$5.25	\$5,040.00	\$5.00	\$4,800.00
692.	MOBILIZATION	U	1.00	\$39,000.00	\$39,000.00	\$100,000.00	\$100,000.00	\$62,500.00	\$62,500.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
<b>Totals:</b>				<b>\$754,357.00</b>	<b>\$1,194,167.00</b>	<b>\$1,194,167.00</b>	<b>\$1,194,167.00</b>	<b>\$1,314,095.50</b>	<b>\$1,314,095.50</b>
<b>Alt. Totals:</b>									
<b>Totals:</b>				<b>\$754,357.00</b>	<b>\$1,194,167.00</b>	<b>\$1,194,167.00</b>	<b>\$1,194,167.00</b>	<b>\$1,314,095.50</b>	<b>\$1,314,095.50</b>



# ABC Bid Data

STATEWIDE-RWIS

25198

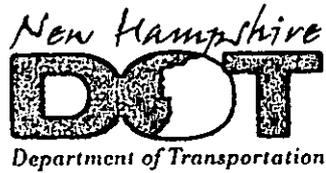
A003(059)

Item No.	Description	Unit	Quantity	PS&E		WESTON SOLUTIONS INC 43 N MAIN STREET CONCORD, NH 03301		Unit Price	Total
				Unit Price	Total	Unit Price	Total		

**Items**

606.1254	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL 3) (STEEL POST)	U	2.00	\$3,000.00	\$6,000.00	\$5,684.00	\$11,368.00		
606.18001	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75.00	\$27.50	\$2,062.50	\$50.00	\$3,750.00		
606.91254	RESETTING TERMINAL UNIT (TYPE TL 3 EAGRT) (STEEL POST)	U	1.00	\$1,755.00	\$1,755.00	\$4,200.00	\$4,200.00		
614.331	3" STEEL CONDUIT	LF	95.00	\$38.00	\$3,610.00	\$24.00	\$2,280.00		
614.523	MOLDED PULL BOX 17"X30"	EA	8.00	\$450.00	\$3,600.00	\$2,875.00	\$23,000.00		
614.73114	3" PVC CONDUIT, SCHEDULE 40	LF	1,000.00	\$18.00	\$18,000.00	\$12.00	\$12,000.00		
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00		
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$6,000.00	\$6,000.00	\$102,770.00	\$102,770.00		
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	2.00	\$5.00	\$10.00	\$12.00	\$24.00		
621.31	SINGLE DELINEATOR WITH POST	EA	1.00	\$50.00	\$50.00	\$58.00	\$58.00		
621.32	DOUBLE DELINEATOR WITH POST	EA	1.00	\$54.50	\$54.50	\$60.00	\$60.00		
626.71	UTILITY POLE	EA	3.00	\$4,000.00	\$12,000.00	\$6,900.00	\$20,700.00		
677.4201	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$111,400.00	\$111,400.00		
677.4202	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$111,400.00	\$111,400.00		
677.4203	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$111,400.00	\$111,400.00		
677.4204	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$111,400.00	\$111,400.00		
677.4205	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$58,388.00	\$58,388.00	\$111,400.00	\$111,400.00		
677.4206	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$111,400.00	\$111,400.00		
677.4207	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$111,400.00	\$111,400.00		
677.4208	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$111,400.00	\$111,400.00		
677.4209	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$111,400.00	\$111,400.00		
677.4210	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$59,212.00	\$59,212.00	\$111,400.00	\$111,400.00		
677.6301	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		

Item No.	Description	Unit	Quantity	PS&E		WESTON SOLUTIONS INC 43 N MAIN STREET CONCORD, NH 03301		Unit Price	Total
				Unit Price	Total	Unit Price	Total		
677.6302	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.6303	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.6304	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.63059	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$6,325.00	\$6,325.00		
677.63069	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$6,325.00	\$6,325.00		
677.63079	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$1,495.00	\$1,495.00	\$6,325.00	\$6,325.00		
677.6308	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.6309	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.6310	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,270.00	\$3,270.00	\$6,325.00	\$6,325.00		
677.9404	4-CONDUCTOR #4 AWG CABLE	LF	300.00	\$28.00	\$8,400.00	\$34.00	\$10,200.00		
677.9406	4-CONDUCTOR #6 AWG CABLE	LF	960.00	\$14.00	\$13,440.00	\$29.00	\$27,840.00		
692.	MOBILIZATION	U	1.00	\$39,000.00	\$39,000.00	\$317,100.00	\$317,100.00		
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00		
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00		
<b>Totals:</b>				<b>\$754,357.00</b>		<b>\$1,737,600.00</b>			
<b>All Totals:</b>									
<b>Totals:</b>				<b>\$754,357.00</b>		<b>\$1,737,600.00</b>			



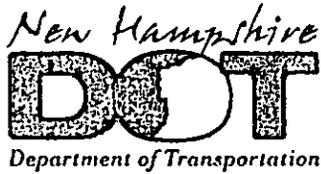
# PS&E Comparison

STATEWIDE-RWIS

25198

A003(059)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
<b>Items</b>								
606.1254	BEAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL 3) (STEEL POST)	U	2.00	\$4,250.00	\$8,500.00	\$3,000.00	\$6,000.00	\$2,500.00
606.18001	31" W-BEAM GUARDRAIL WITH 8" OFFSET BLOCK (STEEL POST)	LF	75.00	\$35.00	\$2,625.00	\$27.50	\$2,062.50	\$562.50
606.91254	RESETTING TERMINAL UNIT (TYPE TL 3 EAGRT) (STEEL POST)	U	1.00	\$2,000.00	\$2,000.00	\$1,755.00	\$1,755.00	\$245.00
614.331	3" STEEL CONDUIT	LF	95.00	\$12.00	\$1,140.00	\$38.00	\$3,610.00	(\$2,470.00)
614.523	MOLDED PULL BOX 17"X30"	EA	8.00	\$500.00	\$4,000.00	\$450.00	\$3,600.00	\$400.00
614.73114	3" PVC CONDUIT, SCHEDULE 40	LF	1,000.00	\$20.00	\$20,000.00	\$18.00	\$18,000.00	\$2,000.00
618.61	UNIFORMED OFFICERS WITH VEHICLE	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$0.00
619.1	MAINTENANCE OF TRAFFIC	U	1.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$14,000.00
621.2	RETROREFLECTIVE BEAM GUARDRAIL DELINEATOR	EA	2.00	\$7.50	\$15.00	\$5.00	\$10.00	\$5.00
621.31	SINGLE DELINEATOR WITH POST	EA	1.00	\$65.00	\$65.00	\$50.00	\$50.00	\$15.00
621.32	DOUBLE DELINEATOR WITH POST	EA	1.00	\$70.00	\$70.00	\$54.50	\$54.50	\$15.50
626.71	UTILITY POLE	EA	3.00	\$1,000.00	\$3,000.00	\$4,000.00	\$12,000.00	(\$9,000.00)
677.4201	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$86,450.00	\$58,388.00	\$58,388.00	\$28,062.00



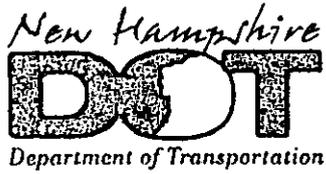
# PS&E Comparison

STATEWIDE-RWIS

25198

A003(059)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
677.4202	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$36,450.00	\$85,450.00	\$58,388.00	\$58,388.00	\$28,062.00
677.4203	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$85,450.00	\$58,388.00	\$58,388.00	\$28,062.00
677.4204	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$85,450.00	\$58,388.00	\$58,388.00	\$28,062.00
677.4205	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$85,450.00	\$58,388.00	\$58,388.00	\$28,062.00
677.4206	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$85,450.00	\$59,212.00	\$59,212.00	\$27,238.00
677.4207	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$36,450.00	\$86,450.00	\$59,212.00	\$59,212.00	\$27,238.00
677.4208	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$36,450.00	\$86,450.00	\$59,212.00	\$59,212.00	\$27,238.00
677.4209	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$36,450.00	\$86,450.00	\$59,212.00	\$59,212.00	\$27,238.00
677.4210	ROADWAY WEATHER INFORMATION STATION (RWIS) SYSTEM	U	1.00	\$86,450.00	\$86,450.00	\$59,212.00	\$59,212.00	\$27,238.00
677.6301	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.6302	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.6303	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.6304	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.63059	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$2,000.00	\$2,000.00	\$1,495.00	\$1,495.00	\$505.00



# PS&E Comparison

STATEWIDE-RWIS

25198

A003(059)

Item No.	Description	Unit	Quantity	A-Bidder		PS&E		A-PS&E Difference
				Unit Price	Total	Unit Price	Total	
677.63069	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$2,000.00	\$2,000.00	\$1,495.00	\$1,495.00	\$505.00
677.63079	METER AND DISCONNECT PEDESTAL (MODIFY)	U	1.00	\$2,000.00	\$2,000.00	\$1,495.00	\$1,495.00	\$505.00
677.6308	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.6309	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.6310	METER AND DISCONNECT PEDESTAL	U	1.00	\$3,500.00	\$3,500.00	\$3,270.00	\$3,270.00	\$230.00
677.9404	4-CONDUCTOR #4 AWG CABLE	LF	300.00	\$5.00	\$1,500.00	\$28.00	\$8,400.00	(\$6,900.00)
677.9406	4-CONDUCTOR #6 AWG CABLE	LF	960.00	\$4.00	\$3,840.00	\$14.00	\$13,440.00	(\$9,600.00)
692.	MOBILIZATION	U	1.00	\$40,000.00	\$40,000.00	\$39,000.00	\$39,000.00	\$1,000.00
699.	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.00
1010.15	FUEL ADJUSTMENT	\$	10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$0.00
<b>Total:</b>					\$1,026,755.00		\$754,357.00	\$272,398.00

April 21, 2020

## SUPPLEMENTAL PROJECT INFORMATION SHEET

**DESCRIPTION:** This project consists of installing 10 new Road Weather Information System (RWIS) located in Northwood along US 4, in Jefferson along NH 115, in Peterborough along NH 101, in Exeter along NH 101, in Wakefield along NH 16, two in Dover along NH 16, in Rochester along NH 16, and two in Milton along NH 16. This project will bring greater safety to the locations where the RWIS will be installed by allowing NHDOT crews to more efficiently manage storm response and other unplanned event response while working remotely.

**FUNDING:**

**FHWA:** 50% STP-State Flexible utilizing Turnpike Toll Credits

**TPK:** 50% Turnpike Capital

**CONTINGENCY:** The proposed contingency amount is 3% of the contract amount. This is to account for the risks associated with changing ITS technology and the statewide nature of the RWIS locations.

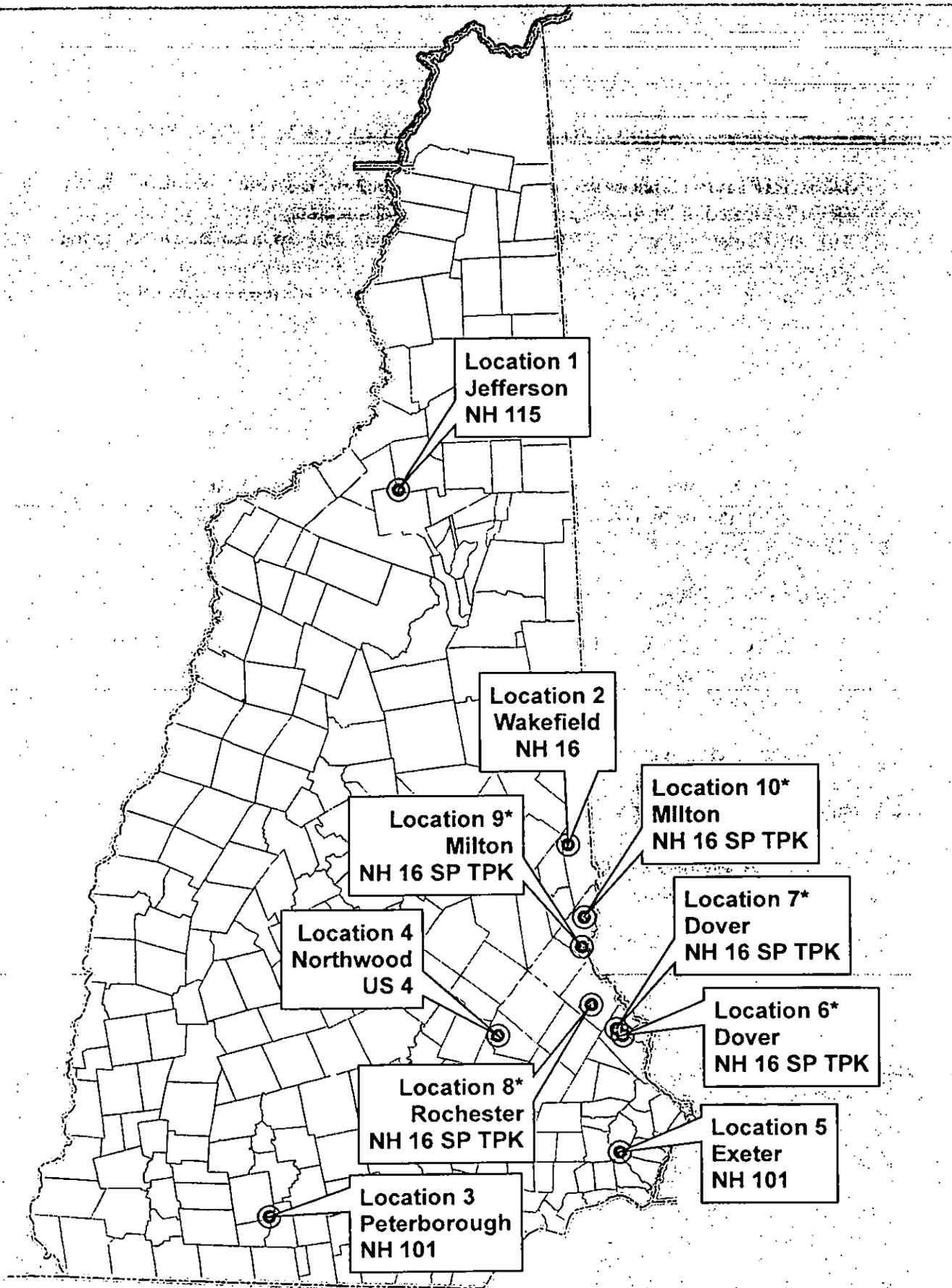
**PROJECT INITIATED:** State's Ten Year Plan

**PROJECT EXPLANATION:** The project is needed to expand the RWIS Program across the State. This project will install 5 new RWIS on the Turnpike system and 5 new RWIS along various routes.

**TRAFFIC IMPLICATION:** The project was designated as "Non Significant" by the Traffic Control Committee on April 16, 2020. Construction is expected to occur in the spring and summer of 2021. There is no reduced speed limit proposed at any of the locations. The work will likely involve closing the shoulder in most locations, however the Northwood location may require a lane shift during working hours and the Peterborough location may require a reduction from a 3 lane section to a two lane section during work hours.

**COMPLETION DATE:** August 27, 2021

# RWIS Locations Map



\* - Asterisk indicates location is along a Turnpike (TPK).





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/21/2020

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

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

PRODUCER		CONTACT NAME: Peggy Johnson	
THE ROWLEY AGENCY INC.		PHONE (A/C, No, Ext): (603) 224-2562	FAX (A/C, No): (603) 224-8012
45 Constitution Avenue		E-MAIL ADDRESS: pjohnson@rowleyagency.com	
P.O. Box 511		INSURER(S) AFFORDING COVERAGE	
Concord NH 03302-0511		INSURER A: Firemen's Ins Co of Wash. DC	NAIC # 21784
INSURED		INSURER B: Acadia Insurance Company	31325
New England Signal Systems Inc		INSURER C:	
Route 4		INSURER D:	
P.O. Box 326		INSURER E:	
Northwood NH 03261-0326		INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA520316215	5/16/2020	5/16/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA520316415	5/16/2020	5/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA520316614	5/16/2020	5/16/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Completed Ops Aggregate \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH, ME, VT, MA WPA520316815	5/16/2020	5/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Coverage Leased/Rented Equipment			CPA520316215	5/16/2020	5/16/2021	See Below \$300,000 limit

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

STATEWIDE RWIS A0003 (059), 25198.

State of NH DOT is additional insured under the general liability when required by written contract.

## CERTIFICATE HOLDER

State of NH DOT  
POB 483  
Concord, NH 03302-0483

## 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  
Peggy Johnson / PA7 *Peggy C Johnson*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/21/2020

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Peggy Johnson <b>PHONE (AC, No, Ext):</b> (603)224-2562 <b>FAX (AC, No):</b> (603)224-8012 <b>E-MAIL ADDRESS:</b> pjohnson@rowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acadia Insurance Company	31325	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> State of NH DOT POB 483 Concord NH 03302-0483														

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors <input type="checkbox"/> Protective GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UCV26574784	U/11/20	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
STATEWIDE RWIS A0003 (059) , 25198

Contractor: New England Signal Systems

### CERTIFICATE HOLDER

State of NH DOT  
POB 483  
Concord, NH 03302-0483

### 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  
Peggy Johnson / PAJ *Peggy A. Johnson*

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CHRISTOPHER T. SUNUNU  
GOVERNOR

OCT06'20 PM 3:56 DAS 26  
**STATE OF NEW HAMPSHIRE**  
**OFFICE OF STRATEGIC INITIATIVES**  
 107 Pleasant Street, Johnson Hall  
 Concord, NH 03301-3834  
 Telephone: (603) 271-2155  
 Fax: (603) 271-2615

**DIVISION OF PLANNING**  
**DIVISION OF ENERGY**  
 www.nh.gov/osi

October 7, 2020

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

**REQUESTED ACTION**

Authorize the Office of Strategic Initiatives (OSI) to enter into a contract with the New Boston School District, (VC#177443) Goffstown, NH, in the amount of \$80,000.00 to provide funding support to allow for the implementation of energy efficiency projects and upgrades, effective upon Governor and Executive Council approval, through June 30, 2021. 100% Federal Funds (State Energy Program).

<u>Office of Strategic Initiatives, State Energy Programs</u>	<u>FY 2021</u>
01-02-02-024010-64000000-102-500731	\$80,000.00
Contracts for Program Services	

**EXPLANATION**

OSI requests to enter into a contract in an amount not to exceed \$80,000.00 to support the New Boston School District objectives of promoting energy use reduction, responsible energy usage within their schools, and allow necessary energy efficiency upgrades and other initiatives approved by OSI.

These projects will be administered by New Boston School District. In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jared Chicoine  
 Director  
 Office of Strategic Initiatives

JSC/aml  
 Enclosure(s)

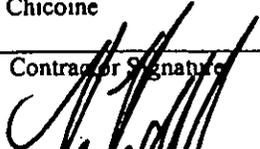
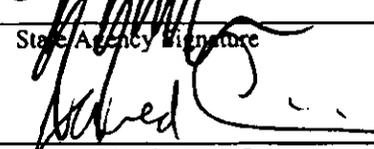
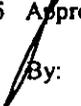
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, Concord, NH 03301	
1.3 Contractor Name New Boston School District		1.4 Contractor Address 11 School Street, Goffstown, NH 03045	
1.5 Contractor Phone Number (603) 497-4818	1.6 Account Number 01-02-02-024010-64000000-102-500731 02SP21BL	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$80,000.00
1.9 Contracting Officer for State Agency Jared Chicoine		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature  Date: 09/25/20		1.12 Name and Title of Contractor Signatory Brian Balke, Superintendent	
1.13 State Agency Signature  Date: 9/29/20		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
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:  On: 10/6/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

  
 Contractor Initials  
 Date: 09/25/20

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

Date



09/25/20

**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

Contractor Initials **BTB**  
 Date **09/25/20**

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.

Contractor Initials

Date

  
09/25/20

## EXHIBIT A

### SPECIAL PROVISIONS

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 10 CFR 420 dated January 1, 2004 (State Energy Program); and the New Hampshire State Energy Program are all considered legally binding and enforceable documents under this contract. OSI reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds, suspension of agency personnel, disbarment of agency personnel, disbarment of agencies and/or subcontractors from present or future contracts, and such other legal remedies as determined to be appropriate by the New Hampshire Department of Justice in the enforcement of rules and regulations pertaining to the State Energy Program.
2. An audit shall be made at the end of the Contractor's fiscal year in accordance with 2 CFR 200, Subpart F - Audit Requirements. This audit report shall include a schedule of revenues and expenditures by contract or grant number of all expenditures during the Contractor's fiscal year. The Contractor shall utilize a competitive bidding process to choose a qualified financial auditor at least every four years.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OSI within one month of the time of receipt by the Contractor accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The following paragraph shall be added to paragraph 9 of the general provisions:

"9.3 All negotiated contracts (except those of \$5,000 or less) awarded by the Sub-grantee shall allow OSI, DOE, the Comptroller General of the United States, or any duly authorized representatives, access to any books, documents, papers, and records of the Sub-grantee or their subcontractors, which are directly pertinent to the State Energy Program for the purpose of making audits, examinations, excerpts and transcription."

4. In paragraph 9.2 of the general provisions, the following sentence shall be deleted: "The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT B."
5. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
6. Program and financial records pertaining to this contract shall be retained by the Contractor for 3 (three) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as stated in 2 CFR 200.333 – Retention Requirements for Records.
7. Alexis LaBrie, Energy Analyst of OSI, has been designated with the responsibility for overseeing this contract.

8. The following paragraphs shall be added to the general provisions:

"25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

"26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.

"27. COPELAND ANTI-KICKBACK ACT. All contracts and sub-grants in excess of \$2,000.00 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor, subcontract or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The sub-grantee should report all suspected violations to OSI."

"28. PROCUREMENT. Sub-grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement ( 2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"

"29. CLOSE OUT OF CONTRACT. All final required reports and reimbursement requests shall be submitted to the State within sixty (60) days of the completion date (Agreement Block 1.7)."

9. These provisions flow down to all sub-contractor(s).

  
09/25/21

## EXHIBIT B

### SCOPE OF SERVICES

- A. New Boston School District hereinafter "the Contractor" or "Sub-grantee," agrees to provide services to implement the School Energy Efficiency Development (S.E.E.D.) Grant as detailed in the scope of work.
- B. The contract period will commence upon the approval of Governor and Executive Council, approval of final budget by the Office of Strategic Initiatives (OSI) and will have a completion date of June 30, 2021. All funds must be expended by June 30, 2021. OSI at any time, in its sole discretion, may terminate the contract or postpone or delay all or any part of this contract, upon written notice.

#### Scope of Work:

1. Each energy efficiency measure is described below in detail:
  - a. Retrofit older T-21 and T-8 lighting with LEDs
  - b. LED Exit Sign upgrades - retrofit or upgrade any exit signs with LED lighting
  - c. HID to LED Exterior Lighting Upgrades - Upgrading standard HID exterior lighting fixtures with LED lighting technologies to save energy and improve lighting CR1 quality. Additionally, this will reduce maintenance costs because of the long lamp life.
  - d. Daylighting Controls- turn off section of lights when natural lighting can be utilized. Dimming ballasts can also be incorporated to provide more gradual lighting control in spaces as desired.
2. The Contractor shall submit two reports to OSI; the two reports will consist of an initial report and a project completion report. The Contractor will include the following, if applicable:
  - a. Notification of any commission agent contracts (# of contracts and names of firms);
  - b. Documentation of funds used for SEED Grant match;
  - c. Progress of program implementation;
  - d. Breakdown of funds that are being expended; and
  - e. Additional information pertinent to the project.
3. The Contractor will agree to technical project evaluations to be done by a contractor of OSI's choosing to review the project and work that has been done.
4. Work on proposed projects cannot start until the Technical Monitor has done an evaluation and initial report of the project.
5. The Contractor will participate in one telephone conference call monthly with the OSI Energy Analyst.
6. The Contractor will allow OSI to make site visits, as they deem appropriate.

**EXHIBIT C**

**PAYMENT TERMS**

In consideration of the satisfactory performance of the Services, the State agrees to pay the Contractor, New Boston School District, in total, the sum of:

\$80,000.00 (which hereinafter is referred to as the "Contracted Amount"), of which

SEED Grant funds: \$80,000.000

Match Provided by New School District: 68,013.00

Total Amount: \$148,013.00

EMC	EMC Matrix	Cost for Installed Measures (\$)	Energy Savings (\$)	Potential Rebates
EMC 1	LED Lighting w/ dimming and occupancy controls	148,013.00	\$400,000.00	\$53,183.00
	<b>Totals</b>	<b>\$148,013.00</b>	<b>\$400,000.00</b>	<b>\$53,183.00</b>

Drawdowns from the total contracted amount will be paid to the Contractor only after written documentation of cash need is submitted to OSI. Disbursement of the contracted amount shall be made in accordance with the procedures established by the State and 2 CFR 200.305(b) on an advance basis; limited to minimum amounts needed; and be timed to be in accordance with the actual, immediate cash requirements of the Contractor in carrying out the purpose of the program. The Contractor must make timely payments to (sub)contractors in accordance with the contract provisions. Contractor shall submit a payment request to OSI for each month of the contract period. Payment requests from Contractor shall be received at OSI no later than the 15<sup>th</sup> day of each month, or the first business day following the 15<sup>th</sup> day. Final invoicing is due to OSI by July 15, 2021.

OSI may, as a function of its administrative oversight, modify contracted budget amounts as necessary to ensure the efficient operation of the School Energy Efficiency Development Grant as long as these modified expenditures do not exceed the Contracted Amount total as specified above.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

*[Handwritten Signature]*  
 09/25/20

**NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES**

**STANDARD EXHIBIT D**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Energy Analyst Alexis LaBrie, New Hampshire Office of Strategic Initiatives,  
107 Pleasant Street, Johnson Hall, Concord, NH 03301

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS  
US DEPARTMENT OF LABOR  
US DEPARTMENT OF ENERGY**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

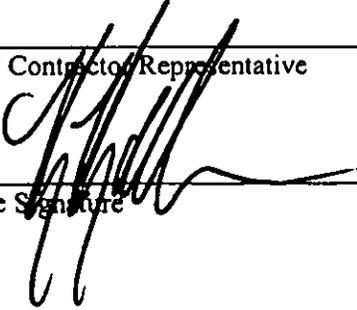
New Boston Central School  
15 Central School Road  
New Boston, NH 03070

Check  if there are workplaces on file that are not identified here.

New Boston School District  
Contractor Name

October 21, 2020 to June 30, 2021  
Period Covered by this Certification

Brain Balke, Superintendent  
Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

09/25/20  
Date

Exhibits D through  
Page 2 of 7  
Initials BB Date 09/25/20

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS
US DEPARTMENT OF LABOR
US DEPARTMENT OF ENERGY

Programs (indicate applicable program covered):
Low-Income Home Energy Assistance Program
Weatherization Program
State Energy Program

Contract Period: October 21, 2020 to June 30, 2021

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Contractor Representative Signature: [Handwritten Signature] Superintendent
New Boston School District Contractor's Representative Title
Contractor Name Date: 09/25/20

Initials: [Handwritten Initials] Date: 09/25/20
Page 3 of 7

# NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

## STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

#### *Instructions for Certification*

- (1) By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- (4) The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- (6) The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- (7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions*

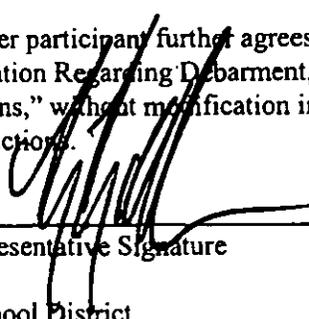
- (11) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (12) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

*Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions  
(To Be Supplied to Lower Tier Participants)*

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ Contractor Representative Signature	Superintendent _____ Contractor's Representative Title
New Boston School District _____ Contractor Name	09/25/20 _____ Date

Initials  Date 09/25/20  
Page 5 of 7

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Representative Signature

Superintendent

Contractor's Representative Title

New Boston School District

Contractor Name

09/25/20  
Date

Initials BJB Date 09/25/20  
Page 6 of 7

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT H

CERTIFICATION  
Public Law 103-227, Part C  
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



Contractor Representative Signature

Superintendent

Contractor's Representative Title

New Boston School District

Contractor Name

09/25/20  
Date

Initials  Date   
Page 7 of 7

## NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

### STANDARD EXHIBIT I

#### U.S. Department of Energy Assurance of Compliance Nondiscrimination in Federally Assisted Programs

#### OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

**New Boston School District** (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

#### Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

#### Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

#### Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply

with laws and regulations cited above. To this end, the sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

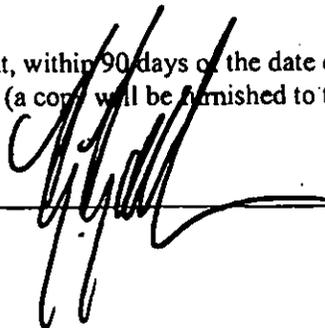
This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such data of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

**Applicant Certification**

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Brian Balke, Superintendent

Signature



Date

09/25/00

New Boston School District  
11 School Street  
Goffstown, NH 03045  
603-497-4818

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the New Hampshire Office of Strategic Initiatives must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the New Hampshire Office of Strategic Initiatives and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature) Brian Balke, Superintendent
(Authorized Contractor Representative Name & Title)
New Boston School District
(Date) 09/25/20

Contractor Initials: [Signature] Date: 09/25/20
Exhibit J - Page 1 of 2
Award #DE-EE008658
CFDA 81.041

NEW HAMPSHIRE OFFICE OF STRATEGIC INITIATIVES

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 154 147 461

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

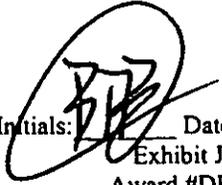
NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor Initials:  Date: 09/25/20  
Exhibit J - Page 2 of 2  
Award #DE-EE0008658  
CFDA 81.041

**CERTIFICATE OF VOTE**

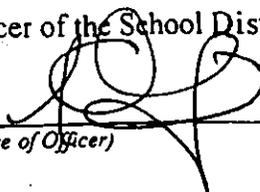
I, Kary Jencks, hereby certify that:  
*(Name of Officer for the School District)*

1. I am a duly elected Officer of New Boston School District;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of SAU 19 (New Boston School District) duly held on March 4, 2014;  
*(Date of Meeting)*

RESOLVED: That the Superintendent of Schools is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate;

3. The forgoing resolutions have not been amended or revoked, and such authority to be in force and effect until June 30, 2021;  
*(contract termination date)*
4. Brian Balke is the duly appointed Superintendent of Schools for the New Boston School District and Supervisory Administrative Union (SAU) 19.

IN WITNESS WHEREOF, I have hereunto set my hand as an Officer of the School District this 25<sup>th</sup> day of September, 2020.

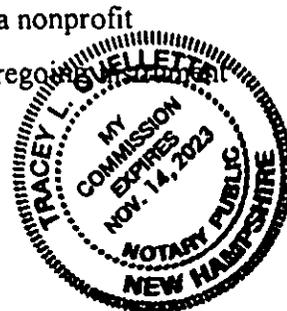
  
*(Signature of Officer)*

STATE OF NEW HAMPSHIRE  
COUNTY OF Hillsborough

On this 25 day of September, 2020, before me, Tracey Ouellette  
the undersigned Officer, personally appeared Kary Jencks who  
*(Name of Officer for the School District)*

acknowledged her/himself to be an officer of the New Boston School District, a nonprofit organization and that she/he as such being authorized to do so, executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Notary Public/Justice of the Peace  
Commission Expiration Date: 11/14/2023



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> New Boston School District SAU #19 11 School Street Goffstown, NH 03045	<b>Member Number:</b> 740	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence      \$ 5,000,000
			General Aggregate      \$ 5,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)      \$ 5,000,000 Aggregate      \$ 5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory
			Each Accident      \$ 2,000,000
			Disease - Each Employee      \$ 2,000,000
			Disease - Policy Limit
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$ 1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Office of Strategic Initiatives 107 Pleasant St, Johnson Hall Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 9/29/2020    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

27 9B

**Monica I. Mezzapelle**  
COMMISSIONER OF THE TREASURY



**THE STATE OF NEW HAMPSHIRE**  
**STATE TREASURY**  
25 CAPITOL STREET, ROOM 121  
CONCORD, NH 03301  
(603) 271-2621  
FAX (603) 271-3922  
EMAIL: [mmezzapelle@treasury.state.nh.us](mailto:mmezzapelle@treasury.state.nh.us)  
TDD Access: Relay NH 1-800-735-2964

October 7, 2020

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

**REQUESTED ACTION**

Pursuant to the resolution approved by the Executive Council at its first meeting of the biennium (January 3, 2019, item #3), I hereby request your acceptance of the attached quarterly report of escheated abandoned property claims paid for the period ended September 30, 2020.

**EXPLANATION**

Chapter 310, NH Laws of 1993 (effective August 22, 1993) amended RSA 471-C:31 by adding a provision authorizing the Abandoned Property Administrator (i.e., State Treasurer) to pay claims for assets which have previously escheated to the State's General Fund. The approval by the Executive Council of the aforementioned biennial resolution authorizes the State Treasurer to make payment of rightful owner claims upon receipt of sufficient proof of the validity of such claims. The attached report summarizes the total amount of funds disbursed to rightful owners for claims of escheated funds for the quarter ended September 30, 2020.

Respectfully requested,

Monica I. Mezzapelle  
Commissioner of the Treasury

Treasury Escheated Abandoned Property Payment Report  
Period Ending September 30, 2020 (Q1, FY21)  
RSA 471-C:31-a

**471-C:31-a** states that any owner who comes forward to make a claim for assets which have escheated to the State may petition the Governor and Council for payment of those assets and upon providing sufficient proof of the validity of such owner claim and receiving the approval of Governor and Council, the administrator (State Treasurer) shall pay such claim to the owner in accordance with the provisions of the Abandoned Property Law (RSA 471-C).

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**Escheated Abandoned Property  
Claims Paid**

July	\$108,577
August	\$345,745
September	\$114,840
Total Qtr. 1	<b>\$569,162</b>
October	\$0.00
November	\$0.00
December	\$0.00
Total Qtr. 2	\$0.00
January	\$0.00
February	\$0.00
March	\$0.00
Total Qtr. 3	\$0.00
April	\$0.00
May	\$0.00
June	\$0.00
Total Qtr. 4	\$0.00
<b>Total</b>	<b><u>\$569,162</u></b>

**Monica I. Mezzapelle**  
COMMISSIONER OF THE TREASURY



**THE STATE OF NEW HAMPSHIRE**  
**STATE TREASURY**  
25 CAPITOL STREET, ROOM 121  
CONCORD, NH 03301  
(603) 271-2621  
FAX (603) 271-3922  
EMAIL: [mmezzapelle@treasury.state.nh.us](mailto:mmezzapelle@treasury.state.nh.us)  
TDD Access: Relay NH 1-800-735-2964

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

October 7, 2020

### REQUESTED ACTION

1. Pursuant to RSA 6-A:2, adoption is requested of the attached resolution permitting the State Treasurer to proceed with the sale and issuance of up to \$100 million of general obligation (“new money”) bonds through a competitive process, negotiated sale, or private placement. This resolution will have an expiration date of June 30, 2021.
2. Pursuant to RSA 6-A:10, adoption is requested of the attached resolution permitting the State Treasurer to conduct the sale and issuance of up to \$165 million of general obligation refunding bonds through a competitive process, negotiated sale, or private placement to refund outstanding general obligation bonds of the State to generate net present value debt service savings of at least three percent of the par value of the refunded bonds. This resolution will also have an expiration date of June 30, 2021.

### EXPLANATION

As of September 30, 2020, the State had approximately \$234 million of authorized and unissued general obligation debt outstanding after lapses. This debt has been authorized by the legislature in recent biennia for a variety of capital projects. The purpose of the “new money” bond issue is to finance a portion of these ongoing projects.

In addition, interest rates are presently at levels that enable the Treasury to consider issuing general obligation refunding bonds to refund (refinance) a portion of the State’s outstanding general obligation bonds. Preliminary estimates indicate that net present value savings of the refunding bonds could exceed three percent, which is a threshold that Treasury has historically viewed as advantageous to the State.

RSA 6-A:2 and RSA 6-A:10 provide that the issuance of State bonds shall be authorized by the Governor and Council.

Respectfully requested,

Monica I. Mezzapelle  
Commissioner of the Treasury

The Governor and Council hereby certify that the attached resolutions were adopted at their meeting on October 21, 2020.

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

A true copy

Attest:

\_\_\_\_\_  
Secretary of State

Resolved: that the Commissioner of the Treasury or the State Treasurer (hereinafter for purposes of this resolution, the "State Treasurer") is hereby authorized to issue General Obligation Capital Improvement Bonds (the "New Money Bonds"), subject to the following paragraph, in an aggregate principal amount not to exceed \$100,000,000 to finance new project costs, to be dated and to mature on such date or dates as the State Treasurer shall determine, and to bear interest at the rates and to be subject to redemption, all as determined by the State Treasurer at the time of sale of the New Money Bonds.

Further Resolved: that the State Treasurer is hereby authorized to issue all or a portion of the New Money Bonds in one or more series or sub-series, and at one or more times and to reduce the aggregate principal amount of New Money Bonds to be issued if the State Treasurer determines that issuing the New Money Bonds at different times or issuing such aggregate smaller amount of New Money Bonds is in the best interests of the State, and the State Treasurer is authorized to designate each issue in such manner as the State Treasurer determines to be appropriate and to reduce or increase the annual principal maturities of the New Money Bonds of each issue in such a manner as the State Treasurer determines is in the best interests of the State.

Further Resolved: that the sale of the New Money Bonds may be made on a negotiated basis to a syndicate of underwriters selected by the State Treasurer (such manner of sale shall be referred to herein as a "Negotiated Sale"), or on a competitive basis pursuant to an electronic bidding process (such manner of sale shall be referred to herein as a "Competitive Sale") or on a private placement basis to a purchaser or purchasers selected by the State Treasurer (such manner of sale shall be referred to herein as a "Private Placement"); that the State Treasurer is authorized to determine the date or dates of sale of the New Money Bonds, provided that any such date is not later than June 30, 2021; that the State Treasurer is hereby authorized to determine the manner of sales of the New Money Bonds, and that the manner of sales so selected by the State Treasurer is hereby determined to be most advantageous to the State.

Further Resolved: that if the State Treasurer determines that the sale of the New Money Bonds shall be a Negotiated Sale, then the publication and distribution by the State Treasurer of a Preliminary Official Statement substantially in the form customarily provided by the State is hereby authorized; that the sale of the New Money Bonds on a negotiated basis to a syndicate of underwriters selected by the State Treasurer, at an aggregate purchase price to be determined by the State Treasurer is hereby authorized; that the State Treasurer is hereby authorized to execute and deliver a Bond Purchase Contract ("Purchase Contract") and a final Official Statement, to the underwriters of the New Money Bonds; that such Purchase Contract and final Official Statement shall set forth the principal amount of New Money Bonds to be issued, the date of the New Money Bonds, the principal amount of the New Money Bonds maturing each year and the dates and years of such maturities, the New Money Bonds constituting the term bonds and the mandatory redemption amounts related thereto, if any, and the interest rates on the New Money Bonds, and the execution of such Purchase Contract shall constitute conclusive evidence of the approval of the State Treasurer and the approval of the Governor and Council thereof; and the State Treasurer and Governor are authorized to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the New Money Bonds, including any amendment, supplement or update to the final Official Statement authorized hereby.

Further Resolved: that if the State Treasurer determines that the sale of the New Money Bonds shall be a Competitive Sale, then the publication and distribution of a Preliminary Official Statement and Notice of Sale, calling for electronic bids for the purchase of the New Money Bonds, each in substantially the forms customarily used by the State with such changes as the State Treasurer shall determine, are hereby authorized; that the sale of the New Money Bonds upon the terms and conditions set forth in such Notice of Sale is hereby approved; and that the State Treasurer is hereby authorized to award the New Money Bonds to the bidder or bidders offering to purchase all of the New Money Bonds, or a series or subseries thereof, or maturity or maturities thereof, at the lowest true interest cost to the State, as set forth in the Notice of Sale relating to the New Money Bonds as so modified and to execute and deliver a final Official Statement to the purchaser or purchasers of the New Money Bonds, in such form as the State Treasurer deems appropriate, and to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the New Money Bonds.

Further Resolved: that if the State Treasurer determines that the sale of the New Money Bonds shall be a Private Placement, then the publication by the State Treasurer of a Preliminary Private Placement Memorandum in a form approved by the State Treasurer and containing such information pertaining to the State as the State Treasurer determines to be necessary or desirable for inclusion in such Preliminary Private Placement Memorandum is hereby authorized; that the sale of the New Money Bonds on a private placement basis to a purchaser or purchasers selected by the State Treasurer, at an aggregate purchase price to be determined by the State Treasurer is hereby authorized; that the State Treasurer is hereby authorized to execute and deliver a Placement Agreement (“Placement Agreement”) and a final Private Placement Memorandum, to the purchaser(s) of the New Money Bonds; that such Placement Agreement and final Private Placement Memorandum shall set forth the principal amount of New Money Bonds to be issued, the date of the New Money Bonds, the principal amount of the New Money Bonds maturing each year and the dates and years of such maturities, the New Money Bonds constituting the term bonds and the mandatory redemption amounts related thereto, if any, and the interest rates on the New Money Bonds, and the execution of such Placement Agreement shall constitute conclusive evidence of the approval of the State Treasurer and the approval of the Governor and Council thereof; and the State Treasurer and Governor are authorized to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the New Money Bonds, including any amendment, supplement or update to the final Private Placement Memorandum authorized hereby.

Further Resolved: that the State Treasurer is hereby authorized to issue General Obligation Refunding Bonds (the “Refunding Bonds”), subject to the following paragraph, in an aggregate principal amount not to exceed \$165,000,000, to refund any of the State’s outstanding general obligation bonds (such bonds to be refunded hereinafter referred to as the “Refunded Bonds”), as determined by the State Treasurer to be in the best interests of the State, to mature on the dates and in the principal amounts, and to bear interest at the rate or rates, and to be subject to redemption, all as determined by the State Treasurer at the time of the sale of the Refunding Bonds.

Further Resolved: that the State Treasurer is hereby authorized to issue all or a portion of the Refunding Bonds in one or more series or sub-series, and at one or more times and to reduce

the aggregate principal amount of the Refunding Bonds by any amount if the State Treasurer determines that issuing the Refunding Bonds at different times or issuing such aggregate smaller amount of Refunding Bonds is in the best interests of the State; that, at or prior to the delivery of the Refunding Bonds, the State Treasurer shall execute a certificate setting forth the principal amount of Refunding Bonds to be issued, the date of the Refunding Bonds, the principal amount of the Refunding Bonds maturing each year, the dates of the maturities of the Refunding Bonds, the Refunding Bonds constituting the term bonds and the mandatory redemption amounts related thereto, if any, and the interest rates on the Refunding Bonds and the execution of such certificate shall constitute conclusive evidence of the approval of the State Treasurer and the approval of the Governor and Council thereof.

Further Resolved: that the sale of the Refunding Bonds may be made as a Negotiated Sale, as a Competitive Sale or as a Private Placement; that the State Treasurer is authorized to determine the date or dates of sale of the Refunding Bonds, provided that any such date is not later than June 30, 2021; that the State Treasurer is hereby authorized to determine the manner of sales of the Refunding Bonds, and that the manner of sales so selected by the State Treasurer is hereby determined to be most advantageous to the State.

Further Resolved: that if the State Treasurer determines that the sale of the Refunding Bonds shall be a Negotiated Sale, then the publication and distribution by the State Treasurer of a Preliminary Official Statement substantially in the form customarily provided by the State is hereby authorized; that the sale of the Refunding Bonds on a negotiated basis to a syndicate of underwriters selected by the State Treasurer, at an aggregate purchase price to be determined by the State Treasurer is hereby authorized; that the State Treasurer is hereby authorized to execute and deliver a Purchase Contract and a final Official Statement, to the underwriters of the Refunding Bonds; that such Purchase Contract and final Official Statement shall set forth the principal amount of Refunding Bonds to be issued, the date of the Refunding Bonds, the principal amount of the Refunding Bonds maturing each year and the dates and years of such maturities, the Refunding Bonds constituting the term bonds and the mandatory redemption amounts related thereto, if any, and the interest rates on the Refunding Bonds, and the execution of such Purchase Contract shall constitute conclusive evidence of the approval of the State Treasurer and the approval of the Governor and Council thereof; and the State Treasurer and Governor are authorized to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the Refunding Bonds, including any amendment, supplement or update to the final Official Statement authorized hereby.

Further Resolved: that if the State Treasurer determines that the sale of the Refunding Bonds shall be a Competitive Sale, then the publication and distribution of a Preliminary Official Statement and Notice of Sale, calling for electronic bids for the purchase of the Refunding Bonds, each in substantially the forms customarily used by the State with such changes as the State Treasurer shall determine, are hereby authorized; that the sale of the Refunding Bonds upon the terms and conditions set forth in such Notice of Sale is hereby approved; and that the State Treasurer is hereby authorized to award the Refunding Bonds to the bidder or bidders offering to purchase all of the Refunding Bonds, or a series or subseries thereof, or maturity or maturities thereof, at the lowest true interest cost to the State, as set forth in the Notice of Sale relating to the Refunding Bonds as so modified and to execute and deliver a final Official

Statement to the purchaser or purchasers of the Refunding Bonds, in such form as the State Treasurer deems appropriate, and to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the Refunding Bonds.

Further Resolved: that if the State Treasurer determines that the sale of the Refunding Bonds shall be a Private Placement, then the publication by the State Treasurer of a Preliminary Private Placement Memorandum in a form approved by the State Treasurer and containing such information pertaining to the State as the State Treasurer determines to be necessary or desirable for inclusion in such Preliminary Private Placement Memorandum is hereby authorized; that the sale of the Refunding Bonds on a private placement basis to a purchaser or purchasers selected by the State Treasurer, at an aggregate purchase price to be determined by the State Treasurer is hereby authorized; that the State Treasurer is hereby authorized to execute and deliver a Placement Agreement and a final Private Placement Memorandum, to the purchaser(s) of the Refunding Bonds; that such Placement Agreement and final Private Placement Memorandum shall set forth the principal amount of Refunding Bonds to be issued, the date of the Refunding Bonds, the principal amount of the Refunding Bonds maturing each year and the dates and years of such maturities, the Refunding Bonds constituting the term bonds and the mandatory redemption amounts related thereto, if any, and the interest rates on the Refunding Bonds, and the execution of such Placement Agreement shall constitute conclusive evidence of the approval of the State Treasurer and the approval of the Governor and Council thereof; and the State Treasurer and Governor are authorized to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the Refunding Bonds, including any amendment, supplement or update to the final Private Placement Memorandum authorized hereby.

Further Resolved: that in connection with the issuance of the Refunding Bonds the State Treasurer is hereby authorized to execute and deliver a Refunding Trust Agreement with a bank or trust company, as Trustee and Paying Agent, in such form as such officer deems appropriate, and the State Treasurer and Governor are authorized to execute and deliver all other documents and instruments necessary or convenient in connection with the issuance of the Refunding Bonds.

Further Resolved: that the State Treasurer is hereby authorized to obtain municipal bond insurance for either or both of the New Money Bonds and the Refunding Bonds (hereinafter collectively, the "Bonds") if the State Treasurer deems it advantageous to the State, and to execute and deliver any documents and instruments necessary or convenient in connection with the issuance of any such municipal bond insurance policy.

Further Resolved: that the State Treasurer is hereby authorized to issue all or a portion of the Bonds on a federally taxable basis, or on a federally tax-exempt basis, all as determined by the State Treasurer to be most advantageous to the State.

Further Resolved: that if the Bonds or any portion thereof are to be issued on a federally tax-exempt basis, the State Treasurer is authorized to covenant on behalf of the State that the State will pay any rebate due to the United States in connection with the issuance of such Bonds, and that the State will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of

such Bonds in order that interest on such Bonds be or continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any action that would cause interest on such Bonds to become included in gross income for federal income tax purposes.

Further Resolved: that the Bonds shall be issued in substantially the following form, with such changes as the State Treasurer and the Governor may deem appropriate, including, without limitation, series designation, redemption provisions, including mandatory sinking fund redemption provisions, if any, and interest rate provisions, all in accordance with the terms determined by the State Treasurer:

R-\_\_

\$\_\_\_\_\_

United States of America

STATE OF NEW HAMPSHIRE

GENERAL OBLIGATION [CAPITAL IMPROVEMENT][REFUNDING] BOND  
20\_\_ SERIES \_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>	<u>Original Issue Date</u>
__%	[_____], ____	_____	[_____], 20__

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The State of New Hampshire (the "State"), for value received, promises to pay to the Registered Owner of this bond or registered assigns the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date unless this bond is called for earlier redemption, upon presentation and surrender hereof, with interest (calculated on the basis of a 360-day year of twelve 30-day months) at the Interest Rate per annum, payable semiannually on [\_\_\_\_\_] and [\_\_\_\_\_] of each year, commencing \_\_\_\_\_, 20\_\_ (each, an "Interest Payment Date") until the Principal Amount is paid or has been duly provided for. This bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the Original Issue Date. The record date for the payment of interest on this bond [shall be the last business day of the month preceding an interest payment date.] [shall be the fifteenth day of the month preceding an interest payment date; provided that if such date is not a business day, the Record Date shall be the next succeeding business day.]

This bond is one of a series of \$\_\_\_\_\_ aggregate principal amount issued by the State pursuant to Chapter 6-A of the New Hampshire Revised Statutes Annotated for [various capital improvements][the refunding of outstanding bonds of the State] and for other public purposes. The bonds are issuable only in fully registered form in the denomination of five thousand dollars (\$5,000) or any integral multiple thereof.

The bonds are general obligations of the State and the full faith and credit of the State is pledged for the payment of principal of and interest on the bonds as the same shall become due and payable.

[The bonds are being issued by means of a book entry system, with bond certificates immobilized at The Depository Trust Company, New York, New York ("DTC") evidencing ownership of the bonds in principal amounts of five thousand (\$5,000) or integral multiples thereof, and with transfers of beneficial ownership effected on the records of DTC and its

participants pursuant to rules and procedures established by DTC. Bond certificates are not available for distribution to the public.] The principal or redemption price, if any, of and interest on this bond are payable by The Bank of New York Mellon Trust Company, N.A., or its successor, as paying agent (the "Paying Agent") for the State, to the Registered Owner of this bond[, as nominee of DTC. Transfer of principal, redemption price, if any, and interest payments to participants of DTC is the responsibility of DTC; transfer of principal, redemption price, if any, and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The State is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.]

[In the event that (a) DTC determines not to continue to act as securities depository for the bonds or (b) the State Treasurer determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the bonds, the State will discontinue the book entry system with DTC. If the State fails to identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement bonds in the form of fully registered certificates.]

This bond is transferable only upon the books of the State which shall be kept for such purpose by the Paying Agent. [This bond may not be transferred or exchanged in a manner which would involve the delivery of bond certificates to the beneficial owners of bonds unless the book entry system has been discontinued by the State in accordance with the preceding paragraph, in which case replacement bonds may be issued in accordance with law and such procedures as the State Treasurer shall deem appropriate.]

[The bonds of this series (except the bonds maturing on or before [\_\_\_\_], 20\_\_, which are not subject to redemption prior to maturity) are redeemable prior to maturity on or after [\_\_\_\_], 20\_\_ at the option of the State, as a whole or in part at any time with maturities to be designated by the State (and by lot within any maturity), at a price equal to the principal amount to be redeemed (without premium), plus accrued interest to the redemption date.] [The bonds of this series are not subject to redemption prior to maturity.]

[The bonds of this issue maturing on [\_\_\_\_], 20\_\_ [and \_\_\_\_\_, 20\_\_] (the "Term Bond[s)"), unless called for earlier redemption as provided above,] shall be retired in part prior to maturity by mandatory serial redemptions in the principal amounts specified below, at a price equal to the principal amount to be redeemed (without premium) plus accrued interest to the redemption date:

<u>Date</u>	<u>Principal Amount</u>
<u>                    </u> , 20__	\$
<u>                    </u> , 20__	
<u>                    </u> , 20__ (maturity)	

Term Bond due [\_\_\_\_], 20\_\_

<u>Date</u>	<u>Principal Amount</u>
_____, 20__	\$
_____, 20__	
_____, 20__] (maturity)	

The State may purchase all or any portion of the Term Bond[s] from any available funds at a price not exceeding par and accrued interest. The State Treasurer may credit against any mandatory redemption requirement Term Bond[s] of the maturity then subject to redemption which have been purchased and canceled by the State or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.]

In the event any bonds are called for redemption, notice will be sent by registered mail not more than sixty (60) days nor less than thirty (30) days prior to the redemption date to the registered owner of such bonds, as nominee of DTC. It will be the responsibility of DTC and its participants to give notice of the redemption to beneficial owners of the bonds to be redeemed. With respect to the redemption of any such bond, failure to mail notice to the registered owner of any other bond, any defect in the notice to the registered owner of any other bond, or failure by DTC and its participants to provide notice of redemption to the beneficial owners of such bond will not affect the redemption of such bond. The redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption, in a separate account established by the State for such purpose no later than the redemption date, or that the State may rescind such notice at any time prior to the scheduled redemption date if the State Treasurer delivers a notice thereof to the registered owner of the Bonds. The redemption notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded, and the failure of the State to make funds available in whole or in part on or before the redemption date shall not constitute a default. Notice of redemption having been given as aforesaid, the bonds to be redeemed, or the portions called for redemption, will become due and payable on the redemption date at the applicable redemption price and, moneys for the redemption having been deposited with the Paying Agent, from and after the date fixed for redemption interest on such bonds, or such portions, will no longer accrue.

With respect to any bond subject to redemption, portions of the principal amount of such bond in the amount of five thousand dollars (\$5,000) or any multiple thereof may be redeemed. In the event of such a partial redemption, the identity of the beneficial owners whose beneficial interests in any such bond to be redeemed and the amount of any such redemption shall be determined by DTC and its participants by lot in such manner as DTC and its participants shall deem appropriate. If less than all of the principal amount of any bond is to be redeemed, upon surrender of such bond to the Paying Agent there will be issued to the registered owner, without charge, a new bond for the unredeemed principal sum.]

[The State hereby covenants that it will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the bonds in order that interest on the bonds be and continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any

action that would cause interest on the bonds to become included in gross income for federal income tax purposes.]

In connection with the offering of the bonds the State has executed a Continuing Disclosure Certificate (as it may be amended from time to time, the "Certificate"). The State hereby covenants to comply with the provisions of the Certificate, and reference is made to the Certificate for a description of the nature and extent of the obligations of the State and the rights of the owners of the bonds under the Certificate. The Certificate is described in the Official Statement relating to the bonds. A copy of the Certificate is available from the State Treasurer upon request.

This bond will not be valid unless the Certificate of Paying Agent has been signed by the Paying Agent.

STATE OF NEW HAMPSHIRE

Date of  
Registration:

[\_\_\_\_], 20\_\_

By: \_\_\_\_\_  
[Commissioner of the Treasury/State Treasurer]

Countersigned:

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

Attest:

\_\_\_\_\_  
Secretary of State

Certificate of Paying Agent

This is one of the bonds described in the opinion attached to this bond, which is a true copy of the original opinion dated as of the date of original delivery of the bonds of this series.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: \_\_\_\_\_  
Authorized Officer

LEGAL OPINION

The following opinion is based on facts and the law existing on the date of original delivery of the bonds described therein.

[LOCKE LORD LLP LETTERHEAD]

The Honorable Monica I. Mezzapelle  
[Commissioner of the Treasury]  
State House Annex  
Concord, New Hampshire 03301

[\$ \_\_\_\_\_]  
General Obligation [Capital Improvement][Refunding] Bonds, 20\_\_ Series \_\_  
Dated Date of Delivery

We have acted as Bond Counsel to the State of New Hampshire (the “State”) in connection with the issuance by the State of the above-referenced bonds (the “Bonds”). In such capacity, we have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations and covenants of the State contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on this examination, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and binding general obligations of the State, and the full faith and credit of the State are pledged for the punctual payment of the principal of and interest on the Bonds.

2. The interest on the Bonds is exempt from the New Hampshire personal income tax on interest and dividends. We express no opinion as to other New Hampshire tax consequences arising with respect to the Bonds or any tax consequences arising with respect to the Bonds under the laws of any state other than New Hampshire.

3. [Interest on the Bonds is excluded from the gross income of the owners of the Bonds for federal income tax purposes. In addition, interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. We call your attention to the fact that failure by the State to comply subsequent to the issuance of the Bonds with certain requirements of the Internal Revenue Code of 1986 (the “Code”) may cause interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes retroactive to the date of issuance of the Bonds. The State has covenanted to take all lawful action necessary under the Code to ensure that interest on the Bonds will

remain excluded from the gross income of the owners of the Bonds for federal income tax purposes and to refrain from taking any action which would cause interest on the Bonds to become included in such gross income.] [Interest on the Bonds is included in the gross income of the owners of the Bonds for federal income tax purposes.] We express no opinion regarding any other federal tax consequences arising with respect to the Bonds.

This opinion is expressed as of the date hereof, and we neither assume nor undertake any obligation to update, revise, supplement or restate this opinion to reflect any action taken or omitted, or any facts or circumstances or changes in law or in the interpretation thereof, that may hereafter arise or occur, or for any other reason.

The rights of the holders of the Bonds and the enforceability of the Bonds may be subject to insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

/s/ Locke Lord LLP

# New Hampshire Commission for Human Rights

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MAC



**COMMISSIONERS**  
DOUGLAS J. PALARDY, CHAIR  
SHERYL L. SHIRLEY, Ph.D..  
HARVEY KEYE  
ALEX SAMUEL  
NANCY G. LEROY  
BASRA MOHAMED  
CHRISTIAN KIM

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E-MAIL: humanrights@nh.gov  
www.nh.gov/hrc

**EXECUTIVE DIRECTOR**  
AHNI MALACHI  
  
**ASSISTANT DIRECTOR**  
SARAH E. BURKE COHEN, ESQ.

**INVESTIGATORS**  
KATRINA E. TAYLOR  
NICOLE LEMELIN  
DAN DEYERMOND  
KATE MULLEAVEY  
LURA SEAVEY

October 8, 2020

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

## REQUESTED ACTION

Authorize the Commission for Human Rights to accept and expend federal revenues, received from the U.S. Equal Employment Opportunity Commission (EEOC), in the amount of \$26,500 for the period of Governor and Council approval through June 30, 2021 and allocate the funds as shown below. 100% Federal Funds.

Enforcement, AU#10410000				
State Fiscal Year 2021				
Class-Account	Class Title	FY 2021 Adj. Authorized	Increase/ Decrease	Revised FY 2021 Adj. Authorized
<b>Revenue</b>				
000-403735	Federal Funds	\$116,200	\$26,500	\$142,700
	General Funds	813,747		\$813,747
	<b>Total Revenue</b>	<b>\$929,947</b>	<b>\$26,500</b>	<b>\$956,447</b>
<b>Expenses</b>				
010-500100	Personal Services – Perm. Class	\$489,614		\$489,614
018-500106	Overtime	1,001		1,001
020-500200	Current Expenses	16,500	1,508	18,008
022-500248	Rents – Leases Other Than State	43,304	6,968	50,272
027-582703	Transfers to OIT	14,133		14,133
030-500301	Equipment New/Replacement	500	3,000	3,500
037-500174	Technology-Hardware	0	5,000	5,000
038-500175	Technology-Software	0	2,000	2,000
039-500188	Telecommunications	8,774	2,000	10,774
040-500800	Indirect Costs	4,853		4,853
041-500801	Audit Fund Set Aside	117	24	141
049-584995	Transfers to Other State Agency	251		251
050-500109	Personal Service – Temp/Appoint	93,864		93,864
057-500535	Books, Periodicals, Subscriptions	3,508		3,508
060-500602	Benefits	234,015		234,015
066-500543	Employee Training	1,000	2,000	3,000
069-500567	Promotional-Marketing Expense	500	1,000	1,500
070-500704	In-State Travel Reimbursement	4,666		4,666
080-500710	Out of State Travel Reimbursement	4,847		4,847
102-500731	Contracts for Program Services	4,500	3,000	7,500
230-500765	Interpreter Services	2,500		2,500
233-500774	Litigation	1,500		1,500
	<b>Total Expenses</b>	<b>\$929,947</b>	<b>\$26,500</b>	<b>\$956,447</b>

## EXPLANATION

The Commission applied for and received an upward modification to its case closures resulting in an additional \$26,500 in federal revenue. A significant portion of the Commission's federal revenue is derived by the expected number of case closures in the federal fiscal year multiplied by the EEOC approved reimbursement rate, currently \$800 per intake for Federal Fiscal Year (FFY) 2020. The Commission was credited with an additional 30 case closures. Further, the Commission received \$1,000 for the Commission's Annual EEOC Engagement stipend and \$1,500 allotted for conference travel.

The funds will be budgeted as follows:

Class 020 – Current Expenses. Funds will be used to purchase additional office supplies as the office staff has increased.

Class 022 – Rents-Leases Other Than State. Funds will be used to support a 2.8% increase in the rent for the Commission's office space located at 2 Industrial Drive, Concord due to the expiration of the Commission's current lease on October 31, 2020.

Class 030- Equipment. Funds will be used to add any additional furniture needed to support office staff.

Class 037 – Technology – Hardware. These funds will be used to purchase several additional printers and to replace an outdated laptop and to purchase two more for use for on location investigations and off-site trainings.

Class 038 – Technology – Software. Each new laptop must have the appropriate state approved Microsoft software package.

Class 039- Telecommunications. Funds will be used to offset the increase in cost from increasing the HRCs bandwidth from 3M to 10M. The increase is needed to meet the need of holding virtual Commission meetings, mediations, and hearings from the office.

Class 041 – Audit Fund Set Aside per state requirements.

Class 066 – Employee Training. Funds will be used to provide for targeted training from BET.

Class 069 – Promotional/Marketing. Additional funds for the printing of fliers, banners, and other promotional materials through Graphic Services.

Class 102 – Contracts for Program Services. Additional funds added to cover increased cost in Janitorial fees due to additional cleaning needs (i.e. added daily cleaning, deep cleaning of floors, carpets, etc.).

Thank you for your consideration of this request.

Very truly yours,

*Ahni Malachi*

Ahni Malachi  
Executive Director

AM/file

# New Hampshire Commission for Human Rights

30 mac

## COMMISSIONERS

DOUGLAS J. PALARDY, CHAIR  
SHERYL L. SHIRLEY, Ph.D  
HARVEY KEYE  
ALEX SAMUEL  
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LURA SEAVEY

October 8, 2020

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

State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Commission for Human Rights to amend a lease agreement with Gerald P. McCarthy Properties (Vendor Code #174409), West Wareham, MA by increasing the price limitation by \$147,600 from \$207,250 to an amount not to exceed \$354,850 and extending the lease expiration date from October 31, 2020 to October 31, 2023 effective upon Governor and Council approval. The original contract was approved by Governor and Executive Council on September 16, 2015, Item #47 and was subsequently amended on August 28, 2019, Item #58. Source of Funds: 84.5% General and 15.5% Federal.

Funds to support this request are available in FY 2021 and are anticipated to be available in the following account in FY 2022, 2023 ad 2024 upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-20-76-760010-10410000, Commission for Human Rights, Enforcement:

State FY	Class-Account	Class Title	Amount
2021	022-500248	Rent-Leases Other than State	\$32,800
2022	022-500248	Rent-Leases Other than State	\$49,200
2023	022-500248	Rent-Leases Other than State	\$49,200
2024	022-500248	Rent-Leases Other than State	\$16,400
		<b>Total:</b>	<b>\$147,600</b>

## EXPLANATION

The Commission seeks to amend a five (5) year lease agreement with Gerald P. McCarthy Properties by extending the contract for three years and increasing the price limitation. The Commission moved to its current location in November 2015 after a Request for Proposal solicitation. The current footprint, via the first amendment to the lease, provides a total of 3,500 square feet of ground level office space located in Building #1 at 2 Industrial Drive, Concord, NH. The current office space provides sufficient offices, a general reception area and a small conference room that allows for on-site mediation sessions.

An Request for Proposals (RFP) was issued by the Commission; however, the responses to the RFP were for spaces at a higher rate per square foot and would have also necessitated the Commission incurring the cost for the move. Instead, the Commission determined the best way to proceed was to amend the current agreement with Gerald P. McCarthy Properties. The amendment reflects a 2.8% increase in rent for the first year of the amendment, and a 0% increase for the rent in years 2 and 3 and continues the lease under the same terms and conditions as the prior lease. The current location was ADA compliant when the Commission occupied the premises; and no major construction has been performed since occupancy.

The Commission expects this current location will continue to serve the agency well and will provide an effective, professional space that will allow the agency to best meet the needs of the State. The Commission will start another RFP process with the Department of Administrative Services, Bureau of Planning and Management in approximately 18 months to ensure sufficient time for determining the Commission's future lease needs, for issuance of the RFP and for review of the responses to the solicitation.

Thank you for your consideration of this request.

Very truly yours,

*Ahni Malachi*

Ahni Malachi  
Executive Director

AM



MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3161

## State of New Hampshire

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
State House, Room 102  
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

October 7, 2020

Ahni Malachi, Executive Director  
New Hampshire Commission for Human Rights  
2 Industrial Park Drive, Bldg 1  
Concord, New Hampshire 03301

Dear Executive Director Malachi,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-b, on October 7, 2020, approved the request of the New Hampshire Commission for Human Rights to enter into a 3-year renewal lease agreement with Gerald P. McCarthy Properties, West Wareham, MA for approximately 3,500 square feet of space to be provided in an existing building located at 2 Industrial Drive, Building #1, for the period of November 1, 2020 through October 31, 2023 with a total lease amendment cost of \$147,600, subject to the schedule of annual rent and conditions as specified in the request dated August 14, 2020.

Sincerely,

*/s/ Michael W. Kane*

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

## AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, August 12, 2020 and is by and between the State of New Hampshire acting by and through the New Hampshire Commission for Human Rights, (hereinafter referred to as the "Tenant") and Gerald P. McCarthy Properties. (hereinafter referred to as the "Landlord") with a place of business at 2 Industrial Street, Building #1, Concord, New Hampshire 03301.

Whereas, pursuant to a Lease agreement (hereinafter called the "Agreement"), first entered into on September 16<sup>th</sup>, 2015, which was approved by the Governor and Executive Council on September 16 2015, item # 47, amended August 28, 2019, item # 58, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and;

Whereas, the Landlord and the Tenant agreed pursuant to Paragraph 28.1 that the lease may be amended only by a written instrument executed and approved by the Landlord and the Tenant, and;

Whereas, the Landlord and Tenant are agreeable to extending the term of the lease an additional three years at an initial increased rate of 2.8% for the first year and 0% increase for the last two years, and;

The Tenant will use the space for existing and new personnel. The space will allow tenant to continue to work until lease expires and the RFP process can obtain authorization of any new lease contract, and;

Amendment of the current Agreement will provide a 3,500 SF office space until expiration of the term, Tenant to continue lawful payment of rent, which shall increase to \$4,100.00 a month until the completion of the lease,

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

Initial GM  
date 8/20/20

**Amendment of Agreement:**

1. Replace the 5-year Rental Schedule is Exhibit A with the following 8-year schedule showing the additional three years:

	Sq.Ft.	Monthly Cost	Annual Cost	Approx. SF Cost	% Increase
November 1, 2015- October 31, 2016	2890	\$3,292.00	\$39,504.00	\$13.67	
November 1, 2016 – October 31, 2017	2890	\$3,292.00	\$39,504.00	\$13.67	0
November 1, 2017 – October 31, 2018	2890	\$3,292.00	\$39,504.00	\$13.67	0
November 1, 2018 – August 31, 2019	2890	\$3,292.00	\$32,920.00	\$13.67	0
September 1, 2019 – October 31, 2019	3500	\$3,987.00	\$7,974.00	\$13.67	
November 1, 2019 – October 31, 2020	3500	\$3,987.00	\$47,844.00	\$13.67	
November 1, 2020– October 31, 2021	3500	\$4,100.00	\$49,200.00	\$14.06	2.8% inc
November 1, 2021– October 31, 2022	3500	\$4,100.00	\$49,200.00	\$14.06	0
November 1, 2022 – October 31, 2023	3500	\$4,100.00	\$49,200.00	\$14.06	0
<b>Inc. total</b>				<b>147,600.00</b>	
<b>lease total</b>			<b>\$354,850.00</b>		

**4.1 Rent:**

**EFFECTIVE DATE OF THE AMENDMENT:** This Amendment is conditioned and shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire.

**CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial GM  
date 8/20/20

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Commission of Human Rights

Date: August 27, 2020

By Ahni Malachi  
Ahni Malachi, Executive Director

LANDLORD:

Date: 8/20/20

By Gerard P. McCarthy  
McCarthy Properties, President

Acknowledgement: State of New Hampshire, County of Merrimack.  
On (date) 8/20/20, before the undersigned officer, personally appeared  
Gerard P. McCarthy, who satisfactorily proved to be the person identified above as the  
owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Leanne M. Lavoie

Commission expires: LEANNE M. LAVOIE, Notary Public  
~~My Commission Expires September 27, 2022~~

Name and title of Notary Public or Justice of the Peace (please print):  
Leanne M. Lavoie

**Approval by New Hampshire Attorney General as to form, substance and execution:**

By: Bill Peltz, Assistant Attorney General, on 8/31/2020.

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_

# State of New Hampshire

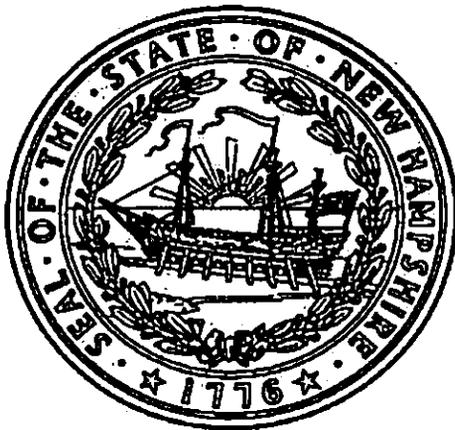
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GERALD P. MCCARTHY PROPERTIES is a New Hampshire Trade Name registered to transact business in New Hampshire on April 03, 1987. 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: 112413

Certificate Number: 0004979122



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of August A.D. 2020.

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

William M. Gardner  
Secretary of State

**Sole Owner/Proprietor Certification of Authority**

I, Gerald P. McCarthy, hereby certify that I am the Sole Owner / Proprietor  
(Name)

of McCarthy Properties which is registered in good standing with the Secretary  
(Name of Business)

of State. I certify that I am the sole owner / proprietor of my business.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 8/20/20

ATTEST: Gerald P. McCarthy owner  
(Name and Title)

**NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of August 20, 2020 the above named Gerald P. McCarthy appeared before me and acknowledged the above SOLE OWNER/PROPRIETOR CERTIFICATION OF AUTHORITY.**

**In witness whereof I hereunto set my hand and official seal**

*Leanne M. Lavoie*

LEANNE M. LAVOIE, Notary Public  
My Commission Expires September 27, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of New Hampshire 309 Daniel Webster Highway  Merrimack NH 03054	<b>CONTACT NAME:</b> Paula Kathios ACSR <b>PHONE (A/C, No, Ext):</b> (603) 424-9901 <b>E-MAIL ADDRESS:</b> pwedgeworth@bbnhins.com	<b>FAX (A/C, No):</b> (866) 848-1223
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Gerald P. McCarthy  P O Box 100 West Wareham MA 02576	<b>INSURER A:</b> AmGUARD Insurance Company	<b>NAIC #</b> 42390
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 20-21

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		GEWC115889	05/31/2020	05/31/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**
 NH Commission for Human Rights  
 2 Industrial Park Dr.

Concord

NH 03301

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jennifer Kokolis	
FIAI/Cross Insurance		<b>PHONE (A/C, No, Ext):</b> (603) 669-3218	<b>FAX (A/C, No):</b> (603) 645-4331
1100 Elm Street		<b>E-MAIL ADDRESS:</b> jkokolis@crossagency.com	
Manchester NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Tri-State Ins Co of Minnesota	<b>NAIC #</b> 31003
		<b>INSURER B:</b> Acadia Ins Co.	31325
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Gerald P. McCarthy, DBA: McCarthy Properties			
P.O. Box 100			
West Wareham MA 02576			

**COVERAGES**

CERTIFICATE NUMBER: 20-21 GL &amp; Umb

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 SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ADV5254490-14	04/25/2020	04/25/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$		CUA5254491-14	04/25/2020	04/25/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

NH Commission for Human Rights  
2 Industrial Park Drive

Concord

NH 03301

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

*Robin Kittle*

*JP*  
*MAC*

# New Hampshire Commission for Human Rights



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 SHERYL L. SHIRLEY, Ph.D..  
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 CONCORD, NEW HAMPSHIRE 03301  
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 TDD Access: Relay NH 1-800-735-2964  
 FAX (603) 271-6339  
 E-MAIL: [humanrights@nh.gov](mailto:humanrights@nh.gov)  
[www.nh.gov/hrc](http://www.nh.gov/hrc)

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 LOIS MONETTE

**SECRETARY**  
 NANCY RODGERS

August 14, 2019

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

## REQUESTED ACTION

Authorize the Commission for Human Rights to amend a lease agreement with Gerald P. McCarthy Properties (Vendor Code #174409), West Wareham, MA by increasing the price limitation by \$9,730 from \$197,520 to an amount not to exceed \$207,250 with no change to the lease expiration date of October 31, 2020 effective September 1, 2019 upon Governor and Council approval. The original contract was approved by Governor and Executive Council on September 16, 2015, Item #47. Source of Funds: 72% General Funds, 25% Federal and 3% Agency Income.

Funds to support this request are anticipated to be available in the following account in FY 2020 and FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

<u>Commission for Human Rights, Enforcement</u>	<u>FY2020</u>	<u>FY2021</u>
02-76-76-760010-78820000-022-500248, Rents- Leases Other than State	\$6,950	\$2,780

## EXPLANATION

The Commission seeks to amend a five (5) year lease with Gerald P. McCarthy Properties. The Commission moved to its current location in November 2015 after a Request for Proposal solicitation. The current footprint provides 2,890 square feet ground level space located in

Building #1 at 2 Industrial Drive, Concord, NH. Gerald P. McCarthy Properties has an additional 610 square feet of office space that is adjacent to the Commission's current footprint, requiring only the cut-in of a door between the two areas. The 610 square feet of additional space consisting of offices and a small conference room are necessary for three new positions anticipated to be authorized in the FY 2020-FY 2021 budget, a full-time AmeriCorps VISTA anticipated to start with the Commission in October 2019 and on-site mediation sessions.

The current lease expires October 31, 2020 and has no renewal options. The Commission will be starting the competitive Request for Proposal process with the Department of Administrative Services, Bureau of Planning and Management shortly to ensure sufficient time for determining the Commission's future lease needs, for issuance of the Request for Proposal (RFP) and for review of responses to the RFP.

Thank you for your consideration of this request.

Very truly yours,

  
Ahni Malachi  
Executive Director

AM/lm

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

**FROM:** Gail L. Rucker, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** August 12, 2019

**SUBJECT:** Attached Lease Amendment;  
Approval respectfully requested

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

**LESSEE:** Commission of Human Rights, 2 Industrial Street, Bldg. 1, Concord NH  
**LESSOR:** Gerald P. McCarthy Properties PO Box 100 West Wareham MA 02571

**DESCRIPTION:** Lease Amendment; Approval of the enclosed will authorize continued occupancy at 2 industrial Street with an increase on 610 SF, for a total of 3500 square feet of space, for the completion of the term of the lease.

**TERM:** Last 14 months from September 1, 2019 to October 31, 2020 rent shall increase by \$795.00, a total new monthly payment shall be to \$3,987.00

**RENT:** 0% escalation to current rates: Shall remain \$13.67 per SF with an increase of SF to 3,500 SF of office space which shall increase total annual rent to \$47,844.00 a year, Monthly total of \$3,987.00.

**JANITORIAL:** included in annual rent  
**UTILITIES:** included in annual rent

**TOTAL TERM COST:** \$55,818.00 (14) month term of the Amendment. Total cost of the lease shall be \$ 207,250.00

**PUBLIC NOTICE:** Sole-Source amendment of current lease, however any subsequent proposed long-term lease will conform to all required competitive RFP processes

**CLEAN AIR PROVISIONS:** None applicable to an amended term

**BARRIER-FREE DESIGN COMMITTEE:** No review required for an amended term

**OTHER:** Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules and has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:  
Bureau of Planning and Management

  
Gail L. Rucker, Administrator II

Approved by:  
Department of Administrative Services

  
Karen Rantamaki, Director of Plant and Property

**AMENDMENT**

This Agreement (hereinafter called the "Amendment") is dated, July 31, 2019 and is by and between the State of New Hampshire acting by and through the New Hampshire Commission for Human Rights, (hereinafter referred to as the "Tenant") and Gerald P. McCarthy Properties, (hereinafter referred to as the "Landlord") with a place of business at 2 Industrial Street, Building #1, Concord, New Hampshire 03301.

Whereas, pursuant to a Lease agreement (hereinafter called the "Agreement"), first entered into on September 16<sup>th</sup>, 2015, which was approved by the Governor and Executive Council on September 16 2015, Item # 47 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and;

Whereas, the Landlord and the Tenant agreed pursuant to Paragraph 28.1 that the lease may be amended only by a written instrument executed and approved by the Landlord and the Tenant, and;

Whereas, the Landlord and Tenant are agreeable to add an additional 610 square foot to their lease at the same rate for the remainder of the term at no additional cost for construction and;

The Tenant will need the additional space for new personnel. The additional space will allow tenant to continue to grow until the lease expires and the RFP process can obtain authorization of any new lease contract, and;

Amendment of the current Agreement will provide an additional 610 SF to the current 2,890 SF for a total of 3,500 SF until expiration of the term, Tenant to continue lawful payment of rent which shall increase to \$3,987.00 a month until the completion of the lease,

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

**Amendment of Agreement:**

1. Replace Paragraph 2 describing the demise of the premises with:
  2. The demise of premises consists of: approximately 3500 square feet.
2. Replace the 5-year Rental Schedule is Exhibit A with the following schedule:

Lease Dates	Sq.Ft.	Monthly Cost	Annual Cost	Appro x. SF Cost	% Increase
November 1, 2015- October 31, 2016	2890	\$3,292.00	\$ 39,504.00	\$13.67	
November 1, 2016 - October 31, 2017	2890	\$3,292.00	\$ 39,504.00	\$13.67	0
November 1, 2017 - October 31, 2018	2890	\$3,292.00	\$ 39,504.00	\$13.67	0
November 1, 2018 - August 31, 2019	2890	\$3,292.00	\$ 32,920.00	\$13.67	0
September 1, 2019 - October 31, 2019	3500	\$3,987.00	\$ 7,974.00	\$13.67	
November 1, 2019 - October 31, 2020	3500	\$3,987.00	\$ 47,844.00	\$13.67	
		<b>5YR TTL</b>	<b>\$207,260.00</b>		

Initial GM  
date 8/5/19

**4.1 Rent:**

**EFFECTIVE DATE OF THE AMENDMENT:** This Amendment is conditioned and shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire.

**CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial GM  
date 8/15/19

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Commission of Human Rights

Date: August 7, 2019

By Ahni Malachi  
Ahni Malachi, Executive Director

LANDLORD:

Date: 8/5/19

By McCarthy Properties  
McCarthy Properties, President

Acknowledgement: State of New Hampshire, County of Merrimack

On (date) 8/5/19, before the undersigned officer, personally appeared Gerald McCarthy, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Leanne M. Lavoie

Commission expires: \_\_\_\_\_ Seal:

LEANNE M. LAVOIE, Notary Public  
My Commission Expires September 27, 2022.

Name and title of Notary Public or Justice of the Peace (please print):  
\_\_\_\_\_

Approval by New Hampshire Attorney General as to form, substance and execution:

By: Zill Keenan, Assistant Attorney General, on 8/9/19

Approval by the New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_

47  
mcc

# New Hampshire Commission for Human Rights



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DEBORAH EVANS - 271-2768

SECRETARY  
NANCY RODGERS - 271-2767

August 31, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

### REQUESTED ACTION

Authorize the New Hampshire Commission for Human Rights to enter into a new five (5) year lease with McCarthy Properties (vendor code #174409) P.O. Box 100, West Wareham, MA 02571 in an amount not to exceed \$197,520.00 for fit-up and provision of office space comprised of 2,890 square feet to be located on the ground floor of 2 Industrial Drive, Building #1, Concord NH. The contract shall commence September 16, 2015 with forty five (45) days provided thereafter for the landlord's completion of renovations resulting in the start of rental and occupancy on November 1, 2015 and lease expiration five (5) years later on October 31, 2020. The source of funds is 17% federal and 83% general.

Funding to support this request is anticipated to be available in account #02-76-76-760010-78820000 in State FY 2016 and State FY 2017 contingent upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget office if needed and justified.

022-500248 Rent to Owners Non State Space:

FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
\$26,336.00	\$39,504.00	\$39,504.00	\$39,504.00	\$39,504.00	\$13,168.00

## EXPLANATION

The New Hampshire Commission for Human Rights (the Commission) is seeking approval to enter into a new five (5) year lease commencing September 16, 2015 with the occupancy/rental term delayed forty five (45) days to provide the landlord time to complete fit-up, resulting in occupancy and rent commencing on November 1, 2015 and ending October 31, 2020. The proposed 2,890 square foot ground level space is located in Building #1 of 2 Industrial Drive, Concord NH and will replace the Commission's current 2,655 square foot leased space located at 2 Chennel Drive, Concord NH.

As required by Administrative Rule Adm. 610.06 "Public Notice," approximately six months prior to expiration of their current lease term the Commission undertook a competitive "Request for Proposal" (RFP) process by publishing "Public Notice" of the RFP in the Concord Monitor on January 23rd, 2015 while concurrently the Department of Administrative Services Bureau of Planning and Management (DAS/BPM) posted the RFP on the State of New Hampshire's website. The RFP solicitation resulting in receipt of two (2) "Letters of Interest", one from McCarthy Properties offering space located at 2 Industrial Drive, Concord NH, and the other from ZJBV Properties LLC, offering the Commission's current space at 2 Chennel Drive, Concord NH. Both offers were viable for further consideration therefore DAS/BPM provided design-build plans and specifications for each defining the scope of work required for each to conform to the posted RFP specifications; these documents were subsequently released to both parties for their use in evaluating "scope of work" and offering lease proposals inclusive of "turn-key" renovations, the due date for proposals was June 1st, 2015.

1. ZJBV Properties, LLC unfortunately failed to submit a written proposal by the specified closing date and therefore was disqualified from the process. ZJBV Properties did however verbally offer five year renewal starting at the (current) rental rate of \$43,015.08 annually (\$16.20 per square foot) with unspecified % annual increases which would have resulted in a five year total of at least \$215,075.40
2. Gerald P McCarthy Properties offered a five (5) year lease of 2,890 usable square feet of ground level space in Building #1 of 2 Industrial Drive, Concord NH. The proposed annual rent was \$39,504.00 (\$13.67 per square foot) for all five years (0% escalation) of the term, with a resulting five year total of \$197,520.00

The McCarthy Properties offer was selected due to it being the lowest cost conforming proposal. Their renovated space will provide security (lacking in the current space), full "ADA conformance" and fit-up per RFP specifications. The lease shall be at a fixed (0% escalation) rate of \$39,504.00 annually (\$13.67 per SF) for each of the five (5) years at a modified "gross" rate which includes the landlord's provision of parking, heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building and site maintenance. Provision of janitorial services will be an additional tenant expense, anticipated to cost approx. \$3,613.00 (\$1.25 per square foot) annually.

Approval of the enclosed lease will provide the Commission with a new secure, fully architecturally barrier-free and functional offices space, therefore your favorable consideration is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joni N. Espelian", with a stylized flourish extending to the right.

Joni N. Espelian  
Executive Director  
New Hampshire Commission for Human Rights

Enclosures

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this 29<sup>th</sup> day of July 2015, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: McCarthy Properties  
(individual or corporate name)

State of Incorporation: N/A  
(if applicable)

Business Address: PO Box 100  
Street Address (principal place of business)

West Wareham                      MA                      02571                      (508) 291-1161  
City                                      State                                      Zip                                      Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: New Hampshire Commission for Human Rights

Address: 2 Chenell Drive, Unit 2

Street Address (official location of Tenant's business office)

Concord,                      NH                      03301                      (603) 271-2767  
City                                      State                                      Zip                                      Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 2 Industrial Drive, Building #1  
(street address, building name, floor on which the space is located, and unit/suite # of space)

Concord,                      NH                      03301  
City                                      State                                      Zip

The demise of the premises consists of: approximately 2,890 square feet  
(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 16<sup>th</sup> day of September, in the year 2015 and ending on the 31<sup>st</sup> day of October, in the year 2020, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: GM  
Date: 7/29/15

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of November, in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.3 **Delay in Occupancy and Rental Payment Commencement:** In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 **Extension of Term:** The Tenant shall have the option to extend the Term for (number of options) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 **Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. **Rent:**

4.1 **Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) November 1, 2015  
The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 **Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: GM  
Date: 7/29/15

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant 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 Tenant 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 Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.

- The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: \_\_\_\_\_

OR:

- The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: The Tenant shall be solely responsible for any telephone/communications

Connectivity and make direct payment to the providers of such services

6.1 **General Provisions:** The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer, if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 **Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: GM  
Date: 7/22/15

6.3 **Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSIES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of:

The Premises shall serve as the offices of the NH Human Rights Commission

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair by the Landlord:**

8.1 **General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 **Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 **Recycling:** The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 **Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1<sup>st</sup> of every year.

8.5 **Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1<sup>st</sup> of each year.

Landlord Initials: GMC  
Date: 7/29/10

**8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

**8.7 Site Maintenance:** Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

**8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: GAL  
Date: 7/29/18

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

**8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30)-days after each semi-annual update to the report.

**8.10 Interior finishes and surfaces:**

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

**8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: GM  
Date: 7/29/15

9. **Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. **New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: GML

Date: 7/29/12

10.1 **Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 **Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 **Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: GM  
Date: 7/28/15

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

**See Exhibit D for text replacing Section 15 Insurance**

~~15. **Insurance:** During the Term and any extension thereof, the Landlord 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 with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

~~15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord 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 Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. 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.

Landlord Initials: *OHIL*  
Date: *7/22/15*

17. **Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 **Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 **Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 **Landlord's Right To Damages:** The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. **Event of Default; Termination by the Landlord and the Tenant:**

18.1 **Event of Default; Landlord's Termination:** In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 **Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 **Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: GM  
Date: 7/22/15

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: GAH  
Date: 7/29/15

21. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. **Notice** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 **Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Bob Lonsdale

Title: Property Manager, McCarthy Properties

Address: Route 106, Concord NH 03301 Phone: (603) 856-6407

Email Address: r.lonsdale@comcast.net

23.2 **Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

**TENANT'S CONTACT PERSON:**

Name: Joni Esperian

Title: Executive Director

Address: 2 Chenell Drive, Unit 2, Concord NH 03301 Phone: (603) 271-6838

Email Address: Joni.Esperian@nh.gov

24. **Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord 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.

25. **Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**

25.1 **Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord 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.

25.2 **Discrimination:** During the term of this Agreement, the Landlord 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.

25.3 **Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: GM  
Date: 7/27/13

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord'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.

**26. Personnel:**

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord 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.

**27. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

**28. Miscellaneous:**

**28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

**28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

**28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

**28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

**28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

**28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

**28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

**28.8 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.

**28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

**28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: GM L  
Date: 7/28/15

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

TENANT: The State of New Hampshire, acting through its' Department of \_\_\_\_\_

New Hampshire Commission for Human Rights

Authorized by: (full name and title) J. N. Egan Executive Director

LANDLORD: (full name of corporation, LLC or individual) McCarthy Properties

Authorized by: (full name and title) Gerald P. McCarthy owner

Signature

Print: Gerald P. McCarthy, owner  
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) July 29, 2015, appeared before

me (print full name of notary) Leanne M. Lavoie the undersigned officer personally

appeared (insert Landlord's signature) Gerald P. McCarthy

who acknowledged himself to be (print officer's title, and the name of the corporation)

owner McCarthy Properties and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Leanne M. Lavoie

LEANNE M. LAVOIE, Notary Public  
My Commission Expires October 3, 2017

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 8/25/15

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Landlord Initials: GML  
Date: 7/29/15

The following Exhibits shall be included as part of this lease:

**EXHIBIT A  
SCHEDULE OF PAYMENTS**

**Part I:** *Rental Schedule: Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The rent due for the Tenant's 2,890 square foot Premises during the FIVE -YEAR Term shall be in accordance with the following rental schedule:

**5-Year Rental Schedule:**

LEASE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx SF COST	% INCREASE
November 1, 2015 - October 31, 2016	2,890	\$3,292.00	\$39,504.00	\$13.67	
November 1, 2016 - October 31, 2017	2,890	\$3,292.00	\$39,504.00	\$13.67	0%
November 1, 2017 - October 31, 2018	2,890	\$3,292.00	\$39,504.00	\$13.67	0%
November 1, 2018 - October 31, 2019	2,890	\$3,292.00	\$39,504.00	\$13.67	0%
November 1, 2019 - October 31, 2020	2,890	\$3,292.00	\$39,504.00	\$13.67	0%
		<b>5 YEAR TOTAL</b>	<b>\$197,520.00</b>		

**Part II:** *Additional Costs: Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the Premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement.

Landlord Initials: GM  
Date: 7/29/15

**EXHIBIT B**

**JANITORIAL SERVICES:** *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

The Tenant shall be solely responsible for provision of janitorial or recycling services in the Premises, however they shall have the right to use the Landlord's on-site dumpster for lawful - no prohibited substances shall be introduced - disposal of rubbish.

Landlord Initials: GAIC  
Date: 7/28/15

EXHIBIT C

Provisions for Architecturally Barrier - Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of recommendation" which shall be attached herein.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party - the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

After completion of renovations but prior to Tenant's occupancy, the Landlord at their sole expense shall be responsible for hiring technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env - A2200. In accordance with these rules within five (5) days of receipt of the air quality results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES. The copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the testing lab that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the foregoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Landlord Initials: GM

Date: 7/27/11

**Part III** **Improvements, Renovations or New Construction ("work"):** In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
  - a. Tenant Design-Build Improvement Specifications for the Premises
  - b. Tenant's Demise Plan, DWG-1
  - c. Tenant's Design-Build Plan, DWG-2
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

**Part IV** **Recycling:** The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

The Tenant or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center.

Landlord Initials:       
Date: 7/28/15

**EXHIBIT D  
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

**Modification of Standard Provisions:**

The standard provisions of Section 15. Insurance have been deleted, replaced with the following:

15. Insurance: During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate. The policies described 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. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord 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 Landlord shall furnish the Tenant 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 Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Landlord Initials: *GM*  
Date: *7/28/15*

IN ACCEPTANCE OF THE FOREGOING; the parties have provided their authorized signatures as follows:

**TENANT:** The State of New Hampshire, acting through the: NH Human Rights Commission

Authorized by: (full name and title)

Joni N. Esperian  
Signature

Print: JONI N. ESPERIAN, EXEC. DIR.  
Name & Title

**LANDLORD:** (full name of corporation, LLC or individual) McCarthy Properties

Authorized by: (full name and title)

Sheldon P. McCarthy owner

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE

STATE OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) July 29, 2015

appeared before me (print full name of notary) Leanne M. Lavoie the

undersigned officers personally appeared:

(insert Landlord's signature) Sheldon P. McCarthy

who acknowledged him/herself to be (print officer's title, and the name of the corporation) owner - McCarthy Properties

and that as such Officers, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Leanne M. Lavoie

LEANNE M. LAVOIE, Notary Public  
My Commission Expires October 3, 2017



New Hampshire  
Governor's Commission on Disability

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor  
Paul Van Blarigan, Chair  
Charles J. Saia, Executive Director

To the Honorable Governor Maggie Hassan and Members of the Executive Council

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: NH Commission for Human Rights  
Location: New lease at: 2 Industrial Drive, Building #1, Concord, NH 03301  
Lessor: McCarthy Properties, PO Box 100, West Wareham, MA 02571  
Term: Five (5) years: Contract commences August 5<sup>th</sup> 2015 thereafter sixty (60) days for fit-up resulting in: Occupancy/Rental commencing October 1, 2015, Term expiration on September 30, 2020.

In accordance with the administrative rules codified in Adm 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has opined that the leased location referenced above and referred to herein, meets barrier free requirements, subject to the conditions contained in this Letter of Recommendation. The AB Committee respectfully recommends that the subject LEASE of approximately 2,890 square feet of space be approved, with the following conditions, as stated herein.

Upon completion all renovations specified in the Lease agreement and supportive Design-Build Documents must comply with the provisions set forth in this letter and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire and the State Building Code. When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

CONDITIONS:

1. Conditions for approval, contingent upon all renovations and improvements being provided as specified in the Lessee's lease agreement and supportive/attached design-build specifications and drawings:
  - a. All proposed revisions to the Tenant's design build plans or specifications shall be submitted for approval by the Architectural Barrier-Free Design Committee (ABFDC) and the local authority having jurisdiction (i.e. the Building Inspector).
  - b. If construction drawings vary from the lessee's design build drawings (as presented to and reviewed by the ABFDC) any revisions shall be submitted to the ABFDC at no more than 60% completion for additional plan review.
  - c. Prior to occupancy the ABFDC shall be welcome to conduct an accessibility site visit.

A representative for the Lessee or a designee of the Lessee must provide to the ABFDC proof of completion by photographs and/or paid invoices for the items listed above within forty five (45) days after the commencement of the lease, and shall certify to the ABFDC that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of the Lessee's ADA Coordinator. The ABFDC cannot survey all state leased properties however as a safeguard for the State against potential ADA litigation, and to assure access for persons with disabilities, random surveys shall be performed.

Respectfully submitted and approved by the Architectural Barrier-Free Design Committee,

*Mark Wein (Chair)*

Vacant, Chair

Cc:

Charles J. Saia, Esq., Executive Director  
Governor's Commission on Disability

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

**FROM:** Mary Belicz, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** August 31, 2015

**SUBJECT:** Attached Lease;  
Approval respectfully requested

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

**LESSEE:** NH Commission for Human Rights, 2 Chennell Drive, Unit 2, Concord NH 03301

**LESSOR:** McCarthy Properties, P.O. Box 100, West Wareham, MA 02571

**DESCRIPTION:** New Lease: Approval of the enclosed will authorize a new (replacement) lease for the Human Rights Commission providing an office that will be comprised of 2,890 square feet of ground level space located in building #1, at 2 Industrial Drive, Concord, NH. The Commission will move after the landlord's completion of pre-occupancy fit-up, the cost of which is included/amortized in the rent.

**Effective Date:** Contract commences September 16, 2015, thereafter landlord to provide pre-occupancy turn-key renovations with occupancy/rental commencing:

**Occupancy/Rental Term:** Five (5) years, commencing November 1, 2015, ending October 31, 2020.

**RENT:** 5 year FIXED (0% escalation) rental schedule:

Year 1: \$39504.00 (\$13.67 SF)	Year 4: \$39504.00 (\$13.67 SF)
Year 2: \$39504.00 (\$13.67 SF)	Year 5: <del>\$39504.00 (\$13.67 SF)</del>
Year 3: \$39504.00 (\$13.67 SF)	TOTAL: \$197,520.00

**JANITORIAL:** additional cost, estimated at \$1.25 per square foot – approx. \$3,613 annually  
**UTILITIES:** Included in annual rent

**5 YEAR Total Cost:** \$197,520 rent + approx. \$18,065 janitorial = \$215,585 approx. total.

**PUBLIC NOTICE:** Complied with all "notice" requirements with conforming competitive Lease RFP process. The current landlord ZJBV Properties, did not submit a written proposal however verbally offered to renew the space "as is" at the current rate of \$43,015.08 (\$16.20 per SF) year one with undefined annual escalation thereafter; the resulting five year total would have been at least \$215,075.40. McCarthy Properties offered the "2 Industrial Drive" space at the above referenced (less costly than ZJBV Properties) rent inclusive of turn-key renovations for full "ADA" conformance, improved security, and all other program requirements. The McCarthy Properties offer was therefore selected.

DEPARTMENT OF ADMINISTRATIVE SERVICES  
SYNOPSIS OF ENCLOSED LEASE CONTRACT

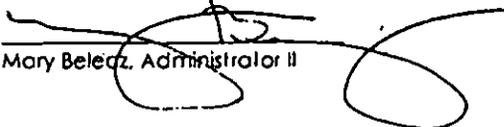
**CLEAN AIR PROVISIONS:** The space will be tested to assure conformance with clean air standards and lead safety standards after completion of fit-up but prior to occupancy.

**BARRIER-FREE DESIGN COMMITTEE:** Reviewed, approval recommended contingent upon fit-up being provided as documented in the Tenant Improvements Specifications and Plans.

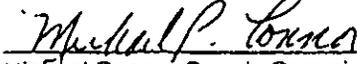
**OTHER:** Copies of the binding "Tenant Improvement Specifications" and related/supportive floor plans ("Demise" & Design Build") have been signed/approved and are on file with each party and with DAS Bureau of Planning and Management. Approval of the enclosed lease is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules and has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belez, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

**FROM:** Gail L. Rucker, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** August 31, 2020

**SUBJECT:** Attached Lease Amendment;  
Approval respectfully requested

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

**LESSEE:** Commission of Human Rights, 2 Industrial Street, Bldg. 1, Concord NH  
**LESSOR:** Gerald P. McCarthy Properties, PO Box 100 West Wareham, MA 02571

**DESCRIPTION:** Lease Amendment: Approval of the enclosed will authorize continued occupancy at 2 industrial Street with or a total of 3500 square feet of space, for the completion of the term of the lease.

**TERM:** Extend the lease an additional three (3) years from November 1, 2020 to October 31, 2023, rent shall increase by 2.8% the first year and not change for the rest of the term, a total new monthly payment shall be to \$4,100.00.

**RENT:** 2.8% escalation to current rates: Shall be \$14.06 per SF with SF to 3,500 SF of office space which shall increase total annual rent to \$49,200.00 a year, Monthly total of \$4,100.00.

**JANITORIAL:** included in annual rent  
**UTILITIES:** included in annual rent

**TOTAL TERM COST:** \$147,600.00; Three (3) year term of the Amendment. Total cost of the lease shall be \$ 354,850.00

**PUBLIC NOTICE:** Sole-Source amendment of current lease, however any subsequent proposed long-term lease will conform to all required competitive RFP processes

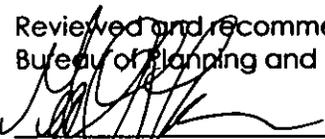
**CLEAN AIR PROVISIONS:** None applicable to an amended term

**BARRIER-FREE DESIGN COMMITTEE:** No review required for an amended term

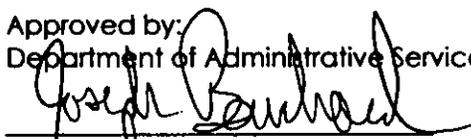
**OTHER:** Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules and has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:  
Bureau of Planning and Management

  
Gail L. Rucker, Administrator II

Approved by:  
Department of Administrative Services

  
Joseph Bouchard, Assistant Commissioner

31 JER



# New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
FAX (603) 271-1438

www.WildNH.com  
e-mail: info@wildlife.nh.gov  
TDD Access: Relay NH 1-800-735-2984

October 8, 2020

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

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFGD) to accept and expend fifty four thousand and ninety dollars (\$54,090) in federal funds from the National Oceanic and Atmospheric Administration (NOAA) and five thousand nine hundred and thirteen dollars (\$5,913) in federal funds from U. S. Fish and Wildlife Service (USFWS) for purposes related to improvements, new programming and enhanced operations of the Great Bay National Estuarine Research Reserve from the date of Governor and Council approval through June 30, 2021. 100% Federal Funds.

Funds to be budgeted as follows:

#### **020-07500-22890000 Estuarine Research Reserve Program – FY 2021**

<u>Class</u>		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
010-500100	PERSONAL SERVICES - PERMANANT	\$394,099	\$0	\$394,099
020-500200	CURRENT EXPENSES	47,000	23,030	70,030
022-500255	RENTS/LEASES	480	0	480
023-500291	HEAT,ELECTRICITY, WATER	20,000	0	20,000
030-500311	EQUIPMENT	3,000	25,000	28,000
041-500801	AUDIT FUND SET ASIDE	477	60	537
050-500109	PERSONAL SERVICES - TEMPORARY	83,137	0	83,137
059-500117	PERSONAL SERVICES-TEMP FULL TIME	54,972	0	54,972
060-500601	BENEFITS	257,384	0	257,384
070-500704	IN STATE TRAVEL	250	0	250
072-509073	FEDERAL GRANTS	3,274	5,913	9,187
080-500710	OUT OF STATE TRAVEL	14,000	0	14,000
103-502664	CONTRACT FOR OPERATIONAL SERVICES	7,500	6,000	13,500
	<b>Total Expenses</b>	<b>\$885,573</b>	<b>\$60,003</b>	<b>\$945,576</b>
<b>Source of Funds</b>				
000-404233	Federal Funds	\$471,339	\$60,003	\$531,342
005-402756	Private Local Funds	104,314	0	104,314
	Fish and Game Funds	309,920	0	309,920
	<b>Total Revenues</b>	<b>\$885,573</b>	<b>\$60,003</b>	<b>\$945,576</b>

#### **REGION 1**

629B Main Street  
Lancaster, NH 03504-3612  
(603) 788-3164  
FAX (603) 788-4823  
email: reg1@wildlife.nh.gov

#### **REGION 2**

PO Box 417  
New Hampton, NH 03250  
(603) 744-5470  
FAX (603) 744-6302  
email: reg2@wildlife.nh.gov

#### **REGION 3**

225 Main Street  
Durham, NH 03824-4732  
(603) 868-1095  
FAX (603) 868-3305  
email: reg3@wildlife.nh.gov

#### **REGION 4**

15 Ash Brook Court  
Keene, NH 03431  
(603) 352-9669  
FAX (603) 352-8798  
email: reg4@wildlife.nh.gov

**EXPLANATION**

Each year, the National Oceanic and Atmospheric Administration grants the NH Fish and Game Department operational funding for the Great Bay National Estuarine Research Reserve to conduct research, K-12 education programs, municipal outreach, and land management. The grant that began in July, 2019 was impacted by the state continuing resolution and the COVID-19 pandemic. These two factors delayed the hiring of temporary staff positions (that are now frozen positions), prevented planned out of state travel to workshops, and severely limited some of the educational offerings that our organization could implement. Five thousand nine hundred and thirteen dollars (\$5,913) of US Fish and Wildlife Service grant funding to remove a cabin from a parcel of NHFG land were delayed due to the need for historic documentation. Because of these factors, NOAA and USFWS have granted one year extensions for the awards, and this request is to bring forty three thousand and three dollars (\$43,003) of unexpended federal funding into the state FY21 budget.

In addition, seventeen thousand dollars (\$17,000) have been secured in additional grant funding from the National Oceanic and Atmospheric Administration (NOAA) to the Great Bay National Estuarine Research Reserve for the current fiscal year. The Federal FY20 funding is specifically for research supplies for a new Graduate Research Fellow that will be examining nutrient loading in Great Bay; to support a formal disaster response exercise in Great Bay; and to fulfill a national requirement to remap and describe the boundaries of the Reserve. This memo requests a total of sixty thousand and three dollars (\$60,003) be added to the FY21 appropriation. Specific changes to class codes are as follows:

- Class 020: Addition of \$23,030 to support the research fellowship, to complete historic and archeological assessments and hazardous waste assessments at a recently purchased property, to support assistance in running a disaster response exercise, and to support small contracts to create better remote education tools for interpreting environmental science.
- Class 030: Addition of \$25,000 to purchase a truck to replace the vehicle the organization currently uses.
- Class 041: Addition of \$60 dollars to reflect higher federal revenue amount
- Class 072: Addition of \$5,913 associated with the removal of a hunting cabin on NHFG property
- Class 103: Addition of \$6,000 to complete facilities related improvements at the Great Bay Discovery Center campus, and to support GIS and writing contracts to complete a boundary amendment requirement.

No additional New Hampshire Fish and Game funds are required, the required match for this award, is already provided in the authorized budget. General Funds will not be requested to support this project.

Respectfully submitted,



Scott R. Mason  
Executive Director



Kathy Ann LaBonte, Chief  
Business Division

**NEW HAMPSHIRE FISH & GAME DEPARTMENT  
FY21 FISCAL SITUATION**

**ESTUARINE RESERVE  
03 75 75 753020-22890000**

Total Federal Authorization	\$ 1,910,364.00
Less Current FY21 Budget Authorization 2289	\$ 471,339.00
Less Budgeted FY21 Indirect	\$ 88,678.00
Less Expended FY20 and Earlier	\$ 1,260,277.00
Total Available for Budgeting	\$ 90,070.00

Available to Budget at Later Date	\$ 30,067.00
<b>REQUESTED ACTION</b>	\$ 60,003.00

Federal Grant	Grant Amount	Expended or Budgeted	Balance
NA20NOS4200083	\$ 598,714.00	\$ 471,339.00	\$ 127,375.00
NA18NOS4200018	\$ 1,200,300.00	\$ 1,154,840.00	\$ 45,460.00
F13AF00340	\$ 111,350.00	\$ 105,437.00	\$ 5,913.00
Totals:	\$ 1,910,364.00	\$ 1,731,616.00	\$ 178,748.00

Note: The Department's Negotiated Indirect Cost Rate Agreement (NICRA) allows indirect costs on salaries and benefits only. The figure shown above for budgeted indirect includes the amount needed to cover reimbursement of expected indirect costs.

FORM CD-450 (REV 10/18) U. S. DEPARTMENT OF COMMERCE <b>FINANCIAL ASSISTANCE AWARD</b>	<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT
RECIPIENT NAME FISH AND GAME, NEW HAMPSHIRE DEPARTMENT OF	FEDERAL AWARD ID NUMBER <b>NA20NOS4200083</b> PERIOD OF PERFORMANCE <u>07/01/2020-06/30/2022</u>
STREET ADDRESS 11 HAZEN DR	FEDERAL SHARE OF COST <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$598,714.00</div>
CITY, STATE, ZIP CODE CONCORD NH 03301-6502	RECIPIENT SHARE OF COST <div style="text-align: right;">\$252,306.00</div>
AUTHORITY 16 U.S.C. 1461 et seq.	TOTAL ESTIMATED COST <div style="text-align: right;">\$851,020.00</div>
CFDA NO. AND NAME 11.420 Coastal Zone Management Estuarine Research Reserves	
PROJECT TITLE Annual Awards to Support Operations, Education, Monitoring and Stewardship Activities of Great Bay NERR (FY20 - 21 Funding)	
<p><b>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</b></p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R &amp; D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS</p> <p><input checked="" type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input checked="" type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHERS(S):          NERRS Regulation at 15 CFR 921</p>	
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Stacy Tedder	DATE 06/24/2020
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Mr. Randy Curtis	DATE 07/08/2020

**AMENDMENT TO  
FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER

NA18NOS4200018

CFDA NO. AND NAME

11.420 Coastal Zone Management Estuarine Research Reserves

PROJECT TITLE

Margaret Davidson Fellowship (FY19 Supplemental Funds)

RECIPIENT NAME

FISH AND GAME, NEW HAMPSHIRE DEPARTMENT OF

AMENDMENT NUMBER

3

STREET ADDRESS

11 HAZEN DR

EFFECTIVE DATE

07/01/2020

CITY, STATE, ZIP CODE

CONCORD NH 03301-6502

EXTEND PERIOD OF PERFORMANCE TO  
(IF APPLICABLE)

06/30/2021

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 1,200,300.00	\$ 0.00	\$ 0.00	\$ <del>1,200,300.00</del>
RECIPIENT SHARE OF COST	\$ 514,415.00	\$ 0.00	\$ 0.00	\$ 514,415.00
TOTAL ESTIMATED COST	\$ 1,714,715.00	\$ (-0.00)	\$ 0.00	\$ 1,714,715.00

REASON(S) FOR AMENDMENT.

- To extend the award period 12 months per the recipient's request dated 05/26/2020, which is incorporated by reference.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

SPECIFIC AWARD CONDITION(S)

LINE ITEM BUDGET

OTHER(S):

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SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Stacy Tedder

DATE

06/05/2020

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Randy Curtis

DATE

06/05/2020



32 YOR



September 25, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

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

**REQUESTED ACTION**

Pursuant to RSA 14:30-a, VI, the Department of Business and Economic Affairs, Division of Economic Development, Office of International Commerce requests authorization to accept and expend the State Trade and Expansion Program grant (STEP), from the US Small Business Administration in the amount of \$225,427, effective upon Fiscal Committee and Governor and Executive Council approvals through June 30, 2021. **100% Federal Funds**

Funding to be budgeted as follows:

03-22-22-220510-14510000 DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS, ECONOMIC DEVELOPMENT, STATE TRADE & EXPORT PROMO

Class/Object	Class Title	FY21 Current Budget	Requested Change	FY21 Adjusted Budget
Revenue				
000-403944	Federal Funds	\$ (831)	\$ (225,427)	\$ (226,258)
	Total Revenue	\$ (831)	\$ (225,427)	\$ (226,258)
Expense				
040-501597	Indirect costs	\$ 0	\$ 22,543	\$ 22,543
041-500801	Audit Fund Set Aside	\$ 0	\$ 225	\$ 225
102-500731	Contracts for Program Svcs	\$ 831	\$ 202,659	\$ 203,490
	Total Expense	\$ 831	\$ 225,427	\$ 226,258

**EXPLANATION**

The US Small Business Administration's State Trade Expansion Program (STEP) grant program, which was created under the Small Business Jobs Act legislation, awards financial assistance grants to states for the purpose of furthering their efforts in assisting small businesses to prepare for new international markets, comply with trade regulations, access export financing, and participate in international trade shows and trade missions. These grants allow for the creation of specialized programs to focus on international markets with the highest growth potential and to engage industries with the greatest and most immediate ability to compete successfully.

The State of New Hampshire has successfully been awarded STEP funds in eight previous rounds of this competitive grant, making the current cycle the ninth round of funding. New Hampshire is one of forty-one states to receive a STEP grant award this year.

The following appropriations are being requested for Fiscal Year 2021:

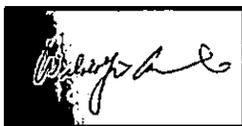
Indirect costs (class 040) per state requirements at 10%

Audit Fund Set Aside (class 041) per state requirements at 0.01%

Contracts for Program Services (class 102) to cover contractual services for matching grant program and training

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

Respectfully Submitted,



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Wildolfo Arvelo  
Director



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Taylor Caswell  
Commissioner

State of New Hampshire  
Department of Business and Economic Affairs

**FISCAL SITUATION YEAR 2021**  
**03-22-22-220510-14510000**  
**Division of Economic Development**

Previous STEP Awards (1-8):	\$1,924,887
Less amount spent	<u>\$1,759,548</u>
Grant funds remaining:	\$165,339
New grant award:	<u>\$225,427</u>
Amount available to budget:	\$390,766
Less current FY2021 budget authorization:	<u>\$165,339</u>
Total available for budgeting:	\$225,427
Amount to be budgeted this request:	<u>\$225,427</u>
Amount available to budget with future requests:	<u>\$0</u>

# NOTICE OF AWARD



<b>U.S. Small Business Administration</b>																																													
<b>1. AUTHORIZATION (Legislation/Regulation)</b> 15 U.S.C. § 649(1)		<b>2. Grant/Cooperative Agreement No.</b> SBAHQ20IT0011																																											
<b>3. RECIPIENT: (Name, Organizational Unit, Address)</b> BUSINESS AND ECONOMIC AFFAIRS, NEW HAMPSHIRE Attn: DAVID PEASE 1 EAGLE SQ STE 100  CONCORD NH 033014991		<b>4. PROJECT PERIOD (Mo./Day/Yr.)</b> From 09/30/2020 Through 09/29/2021	(Mo./Day/Yr.) Through 09/29/2021																																										
		<b>5. BUDGET PERIOD (Mo./Day/Yr.)</b> From 09/30/2020 Through 09/29/2021	(Mo./Day/Yr.) Through 09/29/2021																																										
		<b>6. FEDERAL CATALOG NO.</b> 59.061	<b>7. ADMINISTRATIVE CODES</b> 0506001EZ0010																																										
<b>8. TITLE OF PROJECT/PROGRAM (limit to 53 spaces)</b> STEP		<b>9. AWARD AMOUNT</b> Amount of SBA Financial Assistance \$225,427.00																																											
<b>10. DIRECTOR OF PROJECT (Program or Center Director, Coordinator or Principal Investigator)</b>  NAME Adams Rachel Last First Initial ADDRESS: 1 Eagle Square, Suite 100 Concord, NH 03301		<b>11. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)</b>																																											
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">BUDGET YEAR</th> <th style="width: 25%;">TOTAL DIRECT COST</th> <th style="width: 25%;">BUDGET YEAR</th> <th style="width: 25%;">TOTAL DIRECT COST</th> </tr> <tr> <td>a.</td> <td style="text-align: right;">\$0.00</td> <td>b.</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST	a.	\$0.00	b.	\$0.00																																			
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<b>12. Approved Budget (Excludes SBA Direct Assistance)</b> <input type="checkbox"/> SBA Funds Only <input checked="" type="checkbox"/> Total project costs including all other financial participation.		<b>13. Remarks (Other Terms &amp; Conditions Attached)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No See Program Specific Terms and Conditions																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">Federal Share</th> <th style="text-align: center;">Non-Federal Share</th> </tr> </thead> <tbody> <tr> <td>a. Personal Service_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">52,181.94</td> </tr> <tr> <td>b. Fringe Benefits_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">22,960.06</td> </tr> <tr> <td>c. Consultants_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>d. Travel_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>e. Equipment_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>f. Supplies_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>g. Contractual_____</td> <td style="text-align: right;">202,884.30</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>h. Other_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><b>i. TOTAL DIRECT COSTS_____</b></td> <td style="text-align: right;"><b>\$202,884.30</b></td> <td style="text-align: right;"><b>\$75,142.00</b></td> </tr> <tr> <td>j. Indirect cost_____</td> <td style="text-align: right;">22,542.70</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>(Rate) % of S &amp; WTADC</td> <td></td> <td></td> </tr> <tr> <td>k. OTHER APPL COSTS_____</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><b>l. TOTAL APPROVED BUDGET</b></td> <td style="text-align: right;"><b>\$225,427.00</b></td> <td style="text-align: right;"><b>\$75,142.00</b></td> </tr> </tbody> </table>			Federal Share	Non-Federal Share	a. Personal Service_____	0.00	52,181.94	b. Fringe Benefits_____	0.00	22,960.06	c. Consultants_____	0.00	0.00	d. Travel_____	0.00	0.00	e. Equipment_____	0.00	0.00	f. Supplies_____	0.00	0.00	g. Contractual_____	202,884.30	0.00	h. Other_____	0.00	0.00	<b>i. TOTAL DIRECT COSTS_____</b>	<b>\$202,884.30</b>	<b>\$75,142.00</b>	j. Indirect cost_____	22,542.70	0.00	(Rate) % of S & WTADC			k. OTHER APPL COSTS_____	0.00	0.00	<b>l. TOTAL APPROVED BUDGET</b>	<b>\$225,427.00</b>	<b>\$75,142.00</b>	<b>14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS :</b>  <input type="checkbox"/> 2 CFR Part 220 - Cost Principles for Educational Institutions <input checked="" type="checkbox"/> 2 CFR Part 225 - Cost Principles for State and Local Governments <input type="checkbox"/> 2 CFR Part 230 - Cost Principles for Non-Profit Organizations <input type="checkbox"/> FAR Subpart 31.2 - Principles for Determining Cost Applicable to Awards with For-Profit Organizations <input checked="" type="checkbox"/> 13 C.F.R. Part 143 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments <input type="checkbox"/> 2 CFR Part 215 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations. <input checked="" type="checkbox"/> OMB Circular - A - 133 - Audits of States, Local Governments, and other Non-Profit Orgs.	
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<b>15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE</b>																																													
16. CRS - EIN 02-6000618		17. COUNTY NAME Merrimack																																											
18. CONGRESSIONAL DISTRICT NO. 02																																													
19a. CITY CODE 14200	b. COUNTY CODE 013	c. STATE CODE 33	d. PROGRAM CODE 7009																																										
BUDGET CODE 20a. 2020.010400DB.506001.2036		DOCUMENT NO. b. SBAHQ20IT0011																																											
		AMT. ACTION FIN. ASST. c. \$225,427																																											
TYPE OF ORGANIZATION d. State Government																																													
21. AGENCY OFFICIAL (Signature, Name and Title) Teresa Clouser		22. DATE ISSUED (Mo./Day/Yr.) 09/16/2020																																											
23. RECIPIENT OFFICIAL (Signature, Name and Title) [Signature]		24. DATE (Mo./Day/Yr.) 2020.09.25 13:12:40																																											

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING.

- A. The program legislation and / or regulation cited in block 1.
- B. This award notice including terms and conditions, if any, noted under block 13, Remarks.
- C. SBA Federal Assistance Regulations or Manual issuances in effect at the beginning date of the budget period.
- D. The applicable program announcement, if any.
- E. SBA Policy Guidelines in effect as of the beginning date of the budget period .
- F. SBA Administrative Regulations / Guidelines in effect as of the beginning date of the budget period.

In the event that there are any conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23.

U.S. Small Business Administration

## NOTICE OF AWARD

ITEM NO. (A)	ITEM OR SERVICE (include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 787504158</p> <p>SBA's Standard Terms and Conditions are attached. Program specific terms and conditions are as follows:</p> <ul style="list-style-type: none"> <li>• The Federal share of project cost for States that have high export volumes will be 65% and the State matching funds required will be 35% of the sum of the Federal award.</li> <li>• The Federal share of project cost for States that do not have high export volume will be 75% and State matching funds required will be 25% of the sum of the Federal award and Recipient match amount.</li> <li>• SBA will waive up to \$200,000 of the matching funds required for an insular area non-Federal entity that is an agency or instrumentality of an area's government pursuant to 48 U.S.C. § 1469a, which includes American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of Northern Mariana Islands.</li> <li>• The STEP Project Director must devote at least 50% of his/her time, to the STEP project if the non-Federal entity is NOT a recipient of a FY 19 STEP (Year 8) award. If the State is a FY 19 STEP (Year 8) grant recipient, the STEP Project Director may divide his/her time across both STEP years to meet the minimum 50% requirement.</li> <li>• Matching funds must be comprised of not less than 50% cash and not more than 50% of indirect and in-kind contributions.</li> <li>• At least 85 percent of their proposed Federal award for the purpose of providing direct benefit to ESBCs</li> <li>• Guidance on Manufacturing of Goods and Services - Eligible small business concerns engaged in STEP export activities must be an export-ready U.S. company seeking to export goods or services</li> </ul>				

U.S. Small Business Administration

## NOTICE OF AWARD

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>of U.S. origin or have at least 51% U.S. content. To clarify, the ESBC must be an export-ready U.S. company seeking to export goods or services that are EITHER: Of U.S. origin; OR Have at least 51 % U.S. content.</p> <p>Delivery: 09/16/2020</p> <p>Delivery Location Code: 506001</p> <p>Small Business Administration Office of International Trade 409 3rd St., S.W. Washington DC 20416 USA</p> <p>Payment: Office of International Trade 409 3rd Street SW Washington DC 20416</p> <p>Accounting Info: 2020.010400DB.506001.20360.4110.610001.0000000 Period of Performance: 09/30/2020 to 09/29/2021</p>				
0001	<p>2020 Step Grant- New Hampshire Obligated Amount: \$225,427.00</p> <p>The total amount of award: \$225,427.00. The obligation for this award is \$225,427.00.</p>				225,427.00

## Points of Contact

### **Grants Management Officer (GMO)**

Name: Teresa Clouser  
Address: U.S. Small Business Administration  
Office of Grants Management  
409 Third Street, SW, Fifth Floor  
Washington, DC 20416  
Telephone Number: (202) 205-7371  
Facsimile Number: (202) 481-5777  
E-mail Address: [teresa.clouser@sba.gov](mailto:teresa.clouser@sba.gov)

### **Grant Officer's Technical Representative (GOTR)**

Name: Adria Washington  
Address: U.S. Small Business Administration  
Office of International Trade  
409 Third Street, SW, Suite 200  
Washington, DC 20416  
Telephone Number: (202) 205-6717  
Facsimile Number: (202) 481-0872  
E-mail Address: [adria.washington@sba.gov](mailto:adria.washington@sba.gov)

### **State Trade Expansion Program (STEP) Point of Contact for Reporting Fraud, Waste, or Abuse**

Name: James Parker  
Director, STEP  
Address: U.S. Small Business Administration  
Office of International Trade  
409 Third Street, SW, Suite 2400  
Washington, DC 20416  
Telephone Number: 202-205-3644  
E-mail Address: [STEP@sba.gov](mailto:STEP@sba.gov)

### **Award Recipient's Authorized Organizational Representative (AOR)**

Name: Taylor Adams  
Address: 1 Eagle Square, Suite 100  
Concord, NH 03301  
Telephone Number: (603) 271-0670  
Facsimile:  
E-mail Address: [taylor.caswell@livefree.nh.gov](mailto:taylor.caswell@livefree.nh.gov)



# U.S. Small Business Administration

## SBA Award Standard Terms

### 1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the non-federal entity cannot accept the terms, the non-federal entity should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a non-federal entity, the contents of the Notice of Award (NoA) are binding on the non-federal entity unless and until modified by a revised NoA signed by the GMO.

**Certification Statement:** By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Non-federal entities of Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non-competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

### 2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for SBA Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

([https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl) ).

### 3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in NOFO must continue to be adhered to as the funded project is implemented. Non-federal entities must comply with the performance goals, milestones, outcomes, and performance data collection and related policy

and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

**4. Standard Term - Flow down of requirements to sub- recipients**

The non-federal entity, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§ 200.330 -200.332 Sub-recipient monitoring and management.

**5. Standard Term - Future Funding**

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

**6. Standard Term - Non-Supplant**

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award non-federal entities may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

**7. Standard Term - Unallowable Costs**

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

**8. Standard Term - Prior Approval**

SBA anticipates that the non-federal entity may need to modify the non-federal entity's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, non-federal entities are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SBA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not binding on SBA. Non-federal entities that proceed on the basis of actions by unauthorized officials do so at their own risk, and SBA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. SBA will not approve any extension request that:

- i. Is solely for the purpose of expending remaining funds;
- ii. Is for a project that previously received an extension;
- iii. Is more than 12 months in length;
- iv. Requires the commitment of additional Federal funds; or
- v. Involves any change in the objectives or scope of the project.

#### **9. Standard Term - Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

#### **10. Standard Term - Executive Pay**

The Consolidated Appropriations Act, 2020 (Pub. L.116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$197,300 effective December 20, 2019.

For awards issued in those years that were restricted to the Executive Level II amount of \$185,100, including competing awards already issued in FY2017, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, Non-federal entities may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

#### **11. Standard Term - Non-federal Entity Responsibilities**

- a. Conduct the project funded under this Award in accordance with Your approved Technical Proposal, budget, and goals, milestones, timelines, or metrics. Changes to any of these guiding documents must be submitted to SBA for pre-approval in accordance with all SBA terms and conditions.

- b. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- c. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- d. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
  - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
  - Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
  - Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- e. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- f. Promote SBA programs, products, and services to clients, as appropriate.
- g. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- h. Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.
- i. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- j. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
- k. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.

- I. Submit and update information to USASpending.gov and other Federal databases, as required.

## **12. Standard Term - SAM and UEI**

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements

### **A. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the non-federal entity, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### **B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:**

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

## **13. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)**

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

### **a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the non-federal entity.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

**4. Subrecipient means an entity that:**

i. Receives a subaward from you (the non-federal entity) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

**5. Total compensation means the cash and noncash dollar value earned by the executive during the non-federal entity's or subrecipient's preceding fiscal year and includes the following:**

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**14. Standard Term - FAPIIS - Recipient Integrity and Performance**

**Appendix XII to 2 CFR Part 200**

**A. Reporting of Matters Related to Recipient Integrity and Performance**

**1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-federal entity during that

period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings.

## 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

## 4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**15. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.**

It is important that Your clients and the general public are aware of the [grant program name] Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded [in part] through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where You use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, You must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You may elect to use SBA's logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in close proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not

considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

#### **16. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings**

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

#### **17. Standard Term - Mandatory Disclosures**

Consistent with 2 CFR 200.113, applicants and non-federal entity's must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration

Attention: Office of Grants Management

409 3rd Street SW, Suite 5000

Washington, DC 20416

AND

US Small Business Administration

Office of Inspector General

409 3rd Street SW, 5th Floor

Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 remedies for noncompliance, including suspension or debarment.

#### **18. Lobbying Restrictions**

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

#### **19. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

#### **20. Non- Transferability**

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

#### **21. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

**Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.**

**a. Provisions applicable to a recipient that is a private entity.**

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

**b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:**

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- a) Associated with performance under this award; or
- b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **22. Standard Term - Accessibility Provisions**

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

## **23. Standard Term - Accessibility of Facilities and Events**

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements]."

## **24. Standard Term - Data Collection and Performance Measurement:**

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

## **25. Standard Term - Procurement of Goods and Services:**

You may follow Your own procurement policies and procedures when contracting with Project Funds, but You must comply with the requirements of 2 C.F.R. §§ 200.317-200.326. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For

further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

## **26. Standard Term – Audits**

If You are not subject to the requirements of the Single Audit Act, You must prepare an annual financial statement. If Your organization has been categorized as a high-risk entity by SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as Your organization is removed from the high-risk category.

Non-federal entities are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

## **27. Standard Term – Recordkeeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- i. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- ii. Contact information for project clients and a log of the type and amount of assistance provided.
- iii. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- iv. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- v. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- vi. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- vii. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements, see 2 C.F.R. §§ 200.333 – 200.337.

#### **28. Standard Term - Ad Hoc Submissions**

Throughout the project period, SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Invoices
- Consultant Contract documentation
- Proof of project implementation

#### **29. Standard Term - Submitting Responses to Conditions and Reporting Requirements**

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

#### **30. Standard Term - FAIN/UEI**

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

#### **31. Standard Term – Whistleblower Protection**

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not “take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or [OIGHotline@sba.gov](mailto:OIGHotline@sba.gov)(link sends e-mail).

### **32. Standard Term – Restrictions on Certain Types of Clients**

You may not utilize project resources to provide counseling services to any concern that:

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

### **33. Standard Term – Governing Authority/Order of Precedence**

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. [Number], [any existing policy documents You want them to follow (e.g., manuals, etc.)], and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

## Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- c. Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - and e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a non-federal entity. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).
- k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

I. You – the non-federal entity organization (recipient) for the Award.



U.S. SMALL BUSINESS ADMINISTRATION  
STATE TRADE EXPANSION PROGRAM

STATE OF NEW HAMPSHIRE  
TECHNICAL PROPOSAL TEMPLATE  
STATE TRADE EXPANSION PROGRAM

Table of Contents

INTRODUCTION..... 1  
CRITERIA#1 - ORGANIZATIONAL COMPETENCY..... 2  
CRITERIA#2 - PROJECT DESIGN: PERFORMANCE MEASURES, OUTCOMES & COLLABORATION TO DIRECTLY BENEFIT ESBCS ..... 5  
CRITERIA#3 - FINANCIAL ASSISTANCE PLAN ..... 8  
CRITERIA#4 - DATA COLLECTION & MEASUREMENT OF OUTCOMES..... 9

INTRODUCTION

Nearly a decade after receiving its first State Trade Expansion Program (STEP) grant, New Hampshire demonstrates the value STEP has had on its economy. As it enters Year 9, the State comes off its third record export year, valued at over \$5.8 billion – an increase of 10 percent from 2018. This success is a testament to a state program creatively leveraging public and private resources to encourage and support businesses’ expansion into global markets

In Year 9, the New Hampshire Department of Business and Economic Affairs, Office of International Commerce (OIC) will continue this success by maintaining the hallmark of its approach: working with companies and manufacturers in various sectors by providing counseling, market intelligence, access to markets, sales missions, and trade show support and participation. By providing these opportunities, the grant will continue to afford the means and resources necessary for companies to grow in international markets, while promoting economic development and job creation, particularly post-COVID-19. At the close of New Hampshire’s FY17 STEP grant (sixth year), the state recorded a 25.5 return on investment (ROI) of its

\$267,000.00 award, 19.9 higher than estimated. With 45 ESBCs participating, over \$6,800,000.00 in total sales were reached. OIC anticipates increased interest in this program, specifically in revamping digital strategies, export training and expansion opportunities, and navigating new trade agreements while slowly returning to sector-specific trade shows. Existing partnerships with the Export Assistance Center Office-New Hampshire (USEAC-NH); local Small Business Administration (SBA) liaisons; the Small Business Development Centers (SBDC); the Granite State District Export Council (GSDEC), and the New Hampshire Aerospace and Defense Export Consortium (NHADEC) will coordinate the activities.

**CRITERIA #1 - ORGANIZATIONAL COMPETENCY**

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Throughout the past eight years of STEP, OIC successfully supported businesses by providing direct financial assistance, technical assistance, and export-related education programs to hundreds of companies. In the ninth year, OIC will continue its support of new-to-export companies with their export goals, seasoned firms with their expansion opportunities into new markets and promotion of the state’s growing aerospace, defense, and life sciences sectors. The following activities support OIC’s mission by providing timely programming to help companies connect with global markets, retain workers and create new jobs.

These activities are:

Activity	Description
Financial Assistance Awards	A matching grant program to assist eligible businesses in trade promotion activities, such as development of digital strategies, sales missions, trade show/mission participation, etc.
Export Training and Expansion Opportunities	A unique combination of services to take businesses from passive exporters to active exporters. OIC and partners will develop beginner online e-courses, comprehensive in-person trainings and expansion offerings via US Commercial Service.

**1. Program Management & Oversight**–The Department of Business and Economic Affairs

(BEA) manages grants with high internal involvement. The STEP project director reports to

the OIC program manager and the director of the Division of Economic Development, who work with the agency's chief accountant and the business office administrator. There is an agency-wide emphasis on timely and complete reporting, approval and submittal of invoices, integration with the state payment structure and auditing functions overseen by the business office. For Year 9, the agency has improved expense reconciliation reports between the GSDEC and BEA's business office, based on recommendations presented by SBA-contracted financial reviewers. The operating procedures are as follows:

- ESBC applications/requests reviewed by appropriate panels through website (nhexportassistance.com).
- Receipts, reimbursement requests, vendor payments (i.e digital services companies, tradeshow, USCS, etc.) reviewed and reconciled by NH STEP project director.
- Payment approvals reviewed and issued by OIC program manager; payment requests issued by OIC program manager to contracted GSDEC accountant.
- Payment confirmations sent to NH STEP project director and staff by GSDEC accountant.
- Monthly reconciliation statements shared with OIC and BEA business office of STEP bank account at GSDEC.
- Payments to GSDEC in accordance to its contract are made with approval by NH STEP project director, OIC program manager and business administrator/chief accountant of BEA business office.
- Daily management of STEP is controlled by OIC, and payment requests are only made by GSDEC accountant, following permission granted by OIC.
- OIC requires GSDEC to carry liability insurance.

2. **Key Personnel** - OIC is experienced in domestic and international grant and client management. Its three team members possess the knowledge, skills and acumen to implement the STEP program effectively and efficiently.

Name(s) of Key Personnel/Title	Experience and involvement in STEP Project	Percentage of Time Devoted to STEP (24 months)
Rachel Adams, STEP Project Director	10 years of client/account management, both domestically and internationally, in both the private sector and state government; responsible for grant administration.	38.00%
Tina Kasim, OIC Program Manager	Nearly 20 years of international economic development and exporting experience; provides grant oversight assistance	24.12924%
Adam Boltk, International Trade Officer	10 years of senior level clients, policy makers across US government, private sector and international agencies; provides support in implementation.	15.00%

For the previous eight STEP grants, OIC has contracted solely with the Granite State District Export Council (GSDEC) to financially administer the grant. The State considers the GSDEC agreement to be a non-competitive (sole-source) contract due to the unique support the organization provides. GSDEC enables OIC to make timely payments on its assistance awards and vendors without going through the state's lengthy disbursement process, which allows OIC to have a better utilization rate of the grant within the performance period.

The GSDEC does not act independently of OIC; its role complements the STEP program and enables OIC to meet efficiently the needs of its clients. In addition to its fiduciary responsibilities, the GSDEC, is made up of members, which include experienced business people and exporters. The contract between the OIC and GSDEC, which includes scope of work and budget (see attachment 14), is enclosed and OIC requests approval to continue the GSDEC as a non-competitive contractor in STEP Year 9. Attachment 14 demonstrates OIC has conducted unsuccessfully searches for organizations that can deliver the same function of fiduciary agent and strategic partnership specific to the support of export growth in the State. The only organization demonstrating the capacity and export knowledge is the GSDEC, whose members are appointed by the US Secretary of Commerce.

**3. Exporting Experience** - Over the past three years, OIC has seen increasing contact with businesses exploring global markets for the first time. In New Hampshire's FY17 STEP grant, OIC saw 28 new-to-export companies selling over \$190,000 in sales. In New Hampshire's FY18 STEP grant, OIC already has seen 20 new-to-export companies participating with over \$6,000,000 in sales. OIC is aware that there will likely be an impact of export sales from COVID-19, however, as of April 2020, New Hampshire's trade statistics are still in the positive range. The team is cautiously optimistic and ready to act depending on the needs of the businesses.

**CRITERIA#2 - PROJECT DESIGN: PERFORMANCE MEASURES, OUTCOMES & COLLABORATION TO DIRECTLY BENEFIT ESBCS**

**Part I – Performance Measures and Outcomes:** New Hampshire’s STEP program builds on the success and experience gained over eight years. STEP offers OIC flexibility to customize strategies for qualified businesses and programs. These include direct assistance in purchasing customized market intelligence and research (i.e. International Partner Search Plus “Virtual Gold Key”, formal Gold Key, Initial Market Checks and International Company Profiles), trainings in export related topics and trade shows and direct support to complement plans in international business development and market potential. The following opportunities support business growth and offer a results-oriented use of STEP funds, with positive ROI:

<i>MILESTONE GOAL DESCRIPTION</i>	<i>ACT TYPE (1-8)</i>	<i>ACTIVITY DESCRIPTION SUPPORTING MILESTONE GOAL</i>	<i># NTE FIRMS</i>	<i>NTE EXPORT SALES</i>	<i># ME FIRMS</i>	<i>ME EXPORT SALES</i>	<i>FEDERAL AWARD EXPENSE</i>	<i>FED AWARD ROI</i>
Goal 1: Support 30 ESBCS through financial assistance awards to participate in export promotion activities	9	FAA will support 9 NTEs and 18 MEs in trade promotion activities such as digital strategy development, translation, marketing material development, etc.	10	\$160,000	20	\$2,800,000	\$215,427.00 (includes GSDEC admin fee)	13.7
Goal 3: Design and implement Export Training and Expansion Opportunities for 30 ESBCs	6	Support 13 NTE and 13 ME ESBCs to participate in export training sessions to enhance and expand their skills on international trade and access U.S. Commercial Service subscription services.	15	\$37,500	15	\$295,000	\$10,000.00	33.3

		<u>TOTAL</u>	25	\$197,500	35	\$3,095,000	\$225,427.00	14.6
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**Activity 1: Financial Assistance Award Program** – This proposal encourages businesses to apply for STEP grants to offset the costs associated with digital strategy development for global markets, virtual trade shows/trade missions, production of marketing material, and USCS services, enabling companies to continue to drive export activities in the current and post-COVID-19 environments. This activity allocates over \$215,427, with a maximum request of \$6,000 per company, across various sectors. Companies seeking funding must submit a proposal outlining the project/activity and detail how the support will result in higher sales in new or expanding global markets. A review committee that includes, but is not limited to, representatives of OIC, USCS and GSDEC will review all proposals and score accordingly. Since the first STEP award, OIC has refined its processes and best practices for the matching financial assistance program by moving much of this program to a web-based format for easier client access and delivery of on-time reports, receipts and success stories. See [www.nhexportassistance.com](http://www.nhexportassistance.com) and attached images of the website following this proposal.

**Activity 2: Export Training and Expansion Opportunities**

Quality training, education and market intelligence rounds out OIC’s goals for STEP Year 9, thereby creating, supporting and growing a robust pathway for international business development. OIC will support the development of new online e-courses administered through the NH SBDC and partner with the agency for outreach, promotion and recruitment for these courses to target new clients. The e-courses will provide an overview of in-person trainings and participation in the fifth annual Export Boot Camp series. OIC will then host four days of in-

person seminars focusing on the pillars of international business: export controls, logistics, finance and marketing. Funding will secure industry experts to conduct the trainings. OIC and the local USEAC Service will use remaining funds to cover costs of U.S. Commercial Service products, to assist businesses in accessing market intelligence, with little risk. The \$10,000 is available to at least 26 qualified New Hampshire businesses (\$1,000 maximum per ESBCs) in manufacturing and the services sectors.

**Part II – Direct Benefit to ESBCs** – The goal of New Hampshire’s STEP programs is to deliver the best service and opportunities to the ESBCs, ensuring the highest percentage of STEP funding benefits them directly. Year 9 will continue this mission by exceeding the 85 percent minimum required to benefit businesses directly.

- **\$ AMOUNT OF FEDERAL AWARD DIRECTLY BENEFITTING ESBCs: \$220,673.23**
- **PERCENT OF FEDERAL AWARD DIRECTLY BENEFITTING ESBCs: 97 percent**

**Part III- Collaboration – Developing new small business exporters:** To encourage new exporters, OIC promotes education tools available to ESBCs, including the Export Boot Camp, redesigned e-courses from NH SBDC, and its USCS online video guides. While all programs promote the basics of exporting, each tackles slightly different aspects of exporting 101 and act as a feeder to OIC’s program. OIC will continue to work with its partners at SBA’s New Hampshire district office and NH SBDC to identify ESBCs with export-ready products, but have no export development plans. Working with its partners, OIC has identified new ESBCs, enabling it to build a pipeline for NTEs interested in identifying export opportunities, as well as those that passively manage their exports and have only exported to one specific market with no expansion.

**Expanding markets:** The State’s STEP Award ROI can be credited to the keen acumen of New Hampshire’s market-expansion (ME) companies. As seen in New Hampshire’s FY17 STEP

Grant, 17 market expansion firms participated and sold over \$6,620,000 in goods. New Hampshire's FY18 STEP Grant shows 28 market expansion firms with over \$3,411,000 in sales. OIC, with its key partner, USEAC-NH, will support seasoned exporters in high growth sectors at specific trade shows, and with financial assistance awards and customized USCS services.

**Increasing ESBC sales:** Through counseling that occurs in New Hampshire's export eco-system and a "no wrong door" approach, OIC and its partners leverage their resources to prepare STEP clients for success in global markets, a relationship that continues as companies expand in new markets.

### CRITERIA#3 - FINANCIAL ASSISTANCE PLAN

<b>Applicant Process</b>	Following each individual counseling session, recommendations are put forward to the ESBC regarding best activity(ies) under NH's program that can be utilized. Applicants are directed to partner (GSDEC) website to complete applications for specific STEP activities
<b>Criteria and Selection Process</b>	Criteria focuses on company readiness (dependent on NTE or ME status); meets SBA size requirements and company standing (i.e debarment, etc); ensures compliance with Buy American and Hire American laws, as well as how successful ESBC's request for support/plan is in terms of company objective and ROI.
<b>Organization and Title of Selection Panel or Committee Members</b>	<b>Financial Assistance Awards review panel:</b> Gabriele Zeira, vice chair, GSDEC; Taylor Little, senior international trade specialist, NH Export Assistance Center; Tina Kasim, program manager, NH OIC <b>Export Training and Expansion Opportunities:</b> Justin Osowski, director, NH Export Assistance Center; Tina Kasim, program manager, OIC; Rachel Adams, Leanne Spees, GSDEC
<b>Maximum Dollar Amt. of Financial Assistance</b>	Up to \$13,000 per instance – as part of graduating ESBCs from STEP funding making way for new STEP clients. OIC typically allows access to financial assistance awards twice (up to \$6,000 each), and access to US Commercial Service product costs once (up to \$1,000)
<b>Percent % of Export Activity Costs and Percent % covered by both NTE and ME ESBCs</b>	<b>Financial assistance awards:</b> 90 percent export activity cost covered by STEP; 10 percent export activity cost covered by ESBCs <b>Export Training and Expansion Opportunities:</b> Full cost covered by STEP; if service costs exceed \$1,000, client covers balance
<b>Maximum # of Financial Assistance Awards</b>	Maximum number of matching financial assistance awards per company: 2
<b>Method of Financial Assistance Payments</b>	<b>Matching financial assistance awards:</b> Reimbursements are issued (checks) via GSDEC following OIC review of ESBC receipts and reconciliation; payments only issued upon request by OIC. <b>US Commercial Service:</b> Participation agreements generated by USCS sent to OIC- GSDEC accountant for payment.

<b>Internal Controls</b>	<p>Several steps are taken to monitor and ensure that there is proper use and expenditure of funds:</p> <ul style="list-style-type: none"> <li>• ESBC applications/requests reviewed by appropriate panels.</li> <li>• Receipts and reports reviewed/approved by OIC STEP director and program manager; reconciled by OIC and contracted GSDEC accountant.</li> <li>• Payment approvals and requests issued by OIC program manager to contracted GSDEC accountant</li> <li>• Payment confirmations sent to OIC project director by GSDEC accountant.</li> <li>• Monthly reconciliation statements shared with OIC and BEA business office of STEP bank account at GSDEC.</li> </ul> <p>Payments to GSDEC in accordance to contract are made with approval by OIC project director and business administrator/chief accountant of BEA business office.</p>
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#### **CRITERIA#4 - DATA COLLECTION & MEASUREMENT OF OUTCOMES**

To measure success and quality of each project, OIC, the USCS and the GSDEC vets businesses through applications and panel review, providing the businesses with expertise from their peers.

Data collection instrument is then used as follows:

- i. **STEP client's level of export experience:** Designation of NTE or ME is reviewed by OIC and panels following the review of applications, in the event clients categorize themselves incorrectly.
- ii. **Actual export sales:** Collected upon the completion of the activity.
- iii. **Projected exported sales:** Collected 12-18 months after activity completion.
- iv. **Client certification for reported data:** Placed at the bottom of the DCI, OIC statement is: *"I certify that the information provided in this report, as well as accompanying documents, are true and complete. I agree to abide by the STEP program funding and reporting policies. I further understand that this information will be reviewed and is pending approval. Please type your name in box below."*
- v. **Number of times results are collected:** ESBCs are required to update results quarterly during the award year and bi-annually beyond the conclusion of the grant year
- vi. **Number of jobs created/retained:** Collected as part of the reporting requirements
- vii. **Non-federal instrument to collect and record data (DCI):** Web-based at <https://nhexportassistance.com/stepreport/>; each activity in which an ESBC participates can be reported on individually via the drop down menu.
- viii. **Opt-In/Out:** OIC uses the following language on all ESBC participation/applications: *"The US Small Business Administration (SBA) would like to give eligible small business concerns the opportunity to expand your knowledge and resources of other programs that are offered by the agency. Please check the appropriate box if you would like your company's name and contact information to be shared with other SBA programs. Your choice to participate or not will not change the status of your participation with STEP. SBA's aim is strictly to share information about other opportunities with you."* This will be followed by Yes and No.



September 22, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, NH 03301

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

**REQUESTED ACTION**

Pursuant to the provisions of RSA 9:16-a, II authorize the Department of Business and Economic Affairs, Division of Travel and Tourism, to transfer funds in the amount of \$23,350.00 between classes and create new expenditure classes for class 040 Indirect Costs and class 042 Post Retirement, upon Fiscal Committee and Governor and Executive Council approval through June 30, 2021. **100% Turnpike Funds**

Funding to be budgeted as follows:

**03-22-22-22100017-20260000 New Hampshire Department of Business and Economic Affairs, Division of Travel and Tourism, Safety Rest Areas Turnpike**

Class/Object	Class Title	FY21 Current Budget	Requested Change	FY21 Adjusted Budget
<b>Revenue</b>				
	Turnpike Funds	(\$1,146,017)	\$ 0	(\$1,146,017)
	<b>Total Revenue</b>	<b>(\$1,146,017)</b>		<b>(\$1,146,017)</b>
<b>Expenses</b>				
010-500100	Personal Svcs Perm Class	\$ 348,320		\$ 348,320
018-500106	Overtime	\$ 15,300		\$ 15,300
019-500105	Holiday Pay	\$ 15,000		\$ 15,000
020-500200	Current Expenses	\$ 45,974		\$ 45,974
022-500255	Rents-Leases Other than Sta	\$ 4,000		\$ 4,000
023-500291	Heat Electricity Water	\$ 55,500		\$ 55,500
024-500225	Maint Other Than Build	\$ 1,000		\$ 1,000

The Honorable Mary Jane Wallner, Chairman  
 Fiscal Committee of the General Court  
 State House  
 Concord, NH 03301

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Executive Council  
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 Concord, NH 03301  
 September 22, 2020  
 Page 2 of 2

029-500291	Intra-Agency Transfers	\$ 152,125		\$ 152,125
030-500301	Equipment New Replace	\$ 1,500		\$ 1,500
039-500180	Telecommunications	\$ 17,500		\$ 17,500
040-501587	Indirect Costs	\$ 0	\$ 10,650	\$ 10,650
042-500620	Additional Fringe Benefits	\$ 0	\$ 12,700	\$ 12,700
047-500240	Own Forces Maint Build	\$ 3,000		\$ 3,000
048-500226	Contractual Maint Build	\$ 35,000		\$ 35,000
049-584914	Transfer to Other State Ag	\$ 1,026		\$ 1,026
050-500109	Personal Service Temp	\$ 200,000	(\$23,350)	\$ 187,300
060-500602	Benefits	\$ 246,772		\$ 246,772
070-500705	In State Travel Reimb	\$ 4,000		\$ 4,000
	<b>Total Expense</b>	<b>\$1,146,017</b>	<b>\$ 0</b>	<b>\$1,146,017</b>

The following appropriation authorities are being requested:

**Class 040- Indirect Expenses** are being added to cover a percentage of SWCAP costs.

**Class 042 - Post Retirement Benefits** are being added at the FY21 rate of 3.64%.

**Class 050 - Personal Services Temp** are available as the Welcome Centers have been on reduced hours since the beginning of COVID 19.

#### EXPLANATION

Chapter 21-I of Title I of New Hampshire's Statutes contains a series of laws governing the State's Indirect Cost Recovery Program (21-I:73 – 21-I:77). Creation of these new classes and transfer will allow this program to meet its indirect cost obligation, and pay the billed amount from the proper expense classes. This request is due to an administrative oversight; funding for classes 040 and 042 was not included in the FY20/21 budget.

The following information is provided in accordance with the Budget Officer's instructional memorandum dated April 17, 1985 to support the above requested actions:

Does the transfer involve continuing programs or one-time projects? *The transfer involves continuing programs.*

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, NH 03301

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, NH 03301  
September 22, 2020  
Page 2 of 2

Is this transfer required to maintain the existing program level or will it increase the program level? *This transfer is required to maintain existing program levels.*

Cite any requirements which make this program mandatory. *RSA 12-O:18 Rest Areas and Welcome Centers*

Identify the source of funds on all accounts listed on this transfer. *The source of funds is 100% Turnpike Funds.*

Will there be any effect on revenue if this transfer is not approved? *Yes, the General Fund will not be reimbursed for SWCAP and post retirement benefits.*

Are funds expected to lapse if this transfer is not approved? *This transfer will not impact lapsed funds.*

Are personnel services involved? *No*

In the event that these funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,

*Robert Vachon*

---

Robert Vachon, Chief  
Bureau of Visitor Services

Approved,



---

Taylor Caswell, Commissioner  
Department of Business and Economic Affairs



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301  
Phone: 271-2397 Fax: 271-6826

September 29, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, New Hampshire State Library, to pay **Retroactively** the Council of State Libraries in the Northeast (VC #154755) in the amount of \$3,000 for Fiscal Year 2021 membership dues effective upon Governor and Executive Council approval for the period July 1, 2020 through June 30, 2021. 25% General Fund / 75% Federal Funds.

Funding is available in accounts, Central Library Services and Federal Library Programs, as follows:

	<u>FY 2021</u>
03-035-035-353010-25510000-026-500251 - Organizational Dues	\$750
03-035-035-353010-25540000-026-500251 - Organizational Dues	<u>\$2,250</u>
<i>Total:</i>	\$3,000

**EXPLANATION**

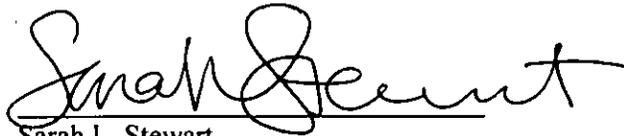
New Hampshire State Library (State Library) is requesting permission to renew its membership with the Council of State Libraries in the Northeast (COSLINE), an independent organization of state libraries. This item is retroactive as COSLINE did not send the invoice until September. The State Library has been a member of COSLINE since its inception and has included the expense in its operating budget.

Listed below are answers to standard questions required for Governor and Executive Council organizational dues and membership approval submissions. A copy of the invoice is also attached.

1. **How long has this organization been in existence and how long has this agency been a member of this organization?** COSLINE has been in existence for 35 years and the State Library is a charter member.
2. **Is there any other organization which provides the same or similar benefits which your agency belongs to?** No, COSLINE is the only regional association for state libraries.
3. **How many other states belong to this organization and is your agency the sole New Hampshire (NH) state agency that is a member?** There are 13 Northeastern and Mid-Atlantic states that are members. Yes, our agency is the sole NH member.
4. **How is the dues structure established?** All members pay \$3,000 annually.

5. **What benefit does the state receive from participating in this membership?** COSLINE is one of three regional organizations for state libraries. By joining together with other state libraries, NH becomes eligible for additional federal funds.
6. **Are training or educational/research materials included in the membership? If so, is the cost included?** Membership in COSLINE gives each member access to its peers around the country through an electronic listserv (at no additional cost). The listserv provides an easily accessible source of information about state-based programs, current issues, and solutions.
7. **Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams?** Membership is not required to receive any federal grants or to participate in licensing or certification exams. However, the membership does allow for opportunities for additional funding from the Institute of Museum and Library Services (IMLS) for regional activities.
8. **Is there any travel included with this membership fee?** COSLINE covers the lodging expenses for attendance at the annual meeting held in a different state each year. It also covers conference expenses for State Library personnel to attend specialized seminars and workshops.
9. **Which state agency employees are directly involved with this organization?** Each State Library is a voting member of the organization; State Librarians may also serve as officers or on the Board of Directors.
10. **Explain in detail any negative impact to the State if the Agency did not belong to this organization.** If the State Library did not belong to this organization it would not have the ability to share in consulting services regarding the IMLS grant and strategic plan.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sarah Stewart", written over a horizontal line.

Sarah L. Stewart  
Commissioner



STATE OF NEW HAMPSHIRE

NEW HAMPSHIRE STATE LIBRARY



Department of Cultural Resources · Division of Libraries  
20 Park Street · Concord, New Hampshire 03301

**Council of State Libraries in the Northeast  
c/o New Hampshire State Library**

**INVOICE**

New Hampshire State Library  
Attn: Michael York, State Librarian  
20 Park Street  
Concord, NH 03301-6314

Participation in the Council of State Libraries in the Northeast for the FY2020/2021

Amount \$3,000.00

Please make check payable to: COSLINE (Tax ID # 02-0307681)

Send payment to: Attn: Michael York  
NH State Library  
20 Park Street  
Concord, NH 03301-6314

Sincerely,

*Michael York*

Michael York  
Treasurer

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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
**BUREAU of TRAILS**

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov  
Web: www.nhtrails.org

September 14, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails (Bureau) to enter into a **Retroactive** Recreational Trails Program Grant (RTP 20-TB7) with the Wuambek Methna Snowmobile Club (VC #230991) in the total amount of \$67,520 effective upon Governor and Executive Council approval for the period from September 21, 2020 through December 31, 2020. 100% Federal Funds.

Funding is available in account, Nat'l Recreational Trails Fund, as follows:

03-035-035-351510-19060000-074-500585 Grants for Public Assistance and Relief	<u>FY 2021</u> \$67,520
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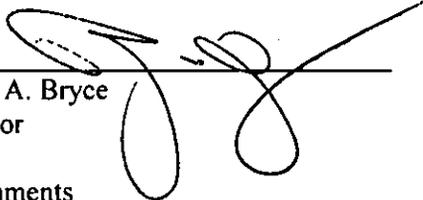
**EXPLANATION**

The Recreational Trails Program is funded by the Federal Highway Administration. The purpose of the program is to allocate funds to the States for development and maintenance of recreational trails, trail education programs, and trail-related projects. This project is for a bridge abutment repair on the Presidential Rail Trail and if not repaired this fall, the Bureau is concerned that the bridge may fail over the winter. This trail is snowmobile corridor 12 which is heavily traveled. The Wuambek Methna Snowmobile Club and their contractor had an earlier than expected window to complete the project, as such this request is retroactive.

The Attorney General's office has approved the attached grant as to form, substance, and execution.

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

Attachments  
PAB/CG/ar

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
BUREAU OF TRAILS  
RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Natural and Cultural Resources, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and Waumbek Methna SMC, hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to comply with Code of Federal Regulations (CFR) Title 23 U.S. Code § 206 – Recreational trails program. The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Fixing America's Surface Transportation (FAST) Act of 2015.

TERM OF GRANT

This grant, and the obligations of the parties hereunder, shall become effective September 21, 2020, pending Governor and Council retroactive approval. The term of this grant shall run from the commencement date through **December 31, 2020**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be \$67,520.00. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; \$16,880.00, to the match requirement.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

## PROJECT PROGRESS REPORT

The Grantee shall submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.

## SPECIAL PROVISIONS

Any equipment, steel or iron purchased with RTP funds must comply with **Buy America** requirements. Disposal of equipment in any manner shall require written authorization from the State of NH – DPCR, Bureau of Trails with approval from the FHWA. Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau in the same proportion as originally funded by the Bureau.

First billing for materials/goods & equipment purchases must be accompanied by no less than three (3) competitive vendor quotes for said equipment & goods/materials if  $\geq$  \$2000, and service agreements are  $\geq$  \$10,000.

Equipment purchased through the Recreational Trails Program shall be required to display (at locations designated by the Bureau) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition. The FHWA, through the State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment.

## ANNUAL EQUIPMENT REPORT

An annual equipment report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **December 31, 2021, 2022, 2023 and 2024**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only in perpetuity.

## REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed, nor agents of the State, nor be entitled to any benefits, worker's compensation, or emoluments provided by the State to its employees.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoice indicating payment in full for the purchase of equipment must accompany billing.

- a. Billings must be within 30 days of incurring the costs.
  - b. All billings must be accompanied by proof of payment such as credit card receipts or cancelled checks (front & back).
  - c. All billing must be accompanied by a match form showing a 20 percent match has been met for the total cost of the billing until total match for project is met.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match shall be accounted for before final payment.
  5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

## COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

## PENALTIES

1. Termination of Grant: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
2. Denial of future RTP funds: failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from current grant year.

## RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

## SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability or penalties asserted against the State, by or on behalf of any person, on account of, based in, resulting from, arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

**RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION**

Organization Name: Waumbek Methna SMC Vendor Code: 230991

Grant #: 20-TB7 Grant Amount: \$67,520.00 Match Pledged: \$16,880.00

Appropriation Code  
37770000-074-500585

Contract Expiration Date  
December 31, 2020

Bruce J. Cameron 9-15-20  
Grantee/Date

Tim M. Phelps 9-15-20  
Witness/Date

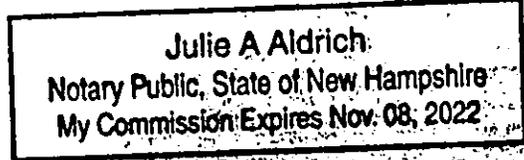
STATE OF NEW HAMPSHIRE

COUNTY OF COWS

On this the 15 day of Sept, 2021, before me, Bruce Cameron,  
Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person  
subscribed to the within instrument, and acknowledged that they executed the same for the  
purpose therein contained.

Justice of the Peace/Notary Public Julie A. Aldrich

My commission expires 11/8/22 Seal:



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

[Signature]  
Chief, Bureau of Trails

Margaret Morrison 9/22/2020  
Witness/Date

Approved as to form, substance and execution: [Signature]  
Attorney General's Office  
Michael Haley, Attorney

Contract expires **December 31, 2020**

Approved by Governor & Council

at the \_\_\_\_\_ meeting

Item# \_\_\_\_\_

JOR  
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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION

**BUREAU of TRAILS**

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dncr.nh.gov  
Web: www.nhtrails.org

September 22, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to amend Grant-In-Aid Agreements with the below snowmobile clubs as shown, by increasing the total agreement costs by \$39,151.60 from \$101,254.99 to \$140,406.59 with no change to the contract completion date of December 31<sup>st</sup>, 2020, effective upon approval of the Governor and Executive Council. The original grants were approved by the Governor and Executive Council on July 15, 2020, Item #57, attached. 100% Transfers from Fish & Game.

Grant #	Club	Vendor #	Original Grant	Increase	New Grant
C&E 2020-11	Central New Hampshire Snowmobile Club	159440	\$22,266.05	\$5,566.52	\$27,832.57
C&E 2020-19	Gilmanton Snowmobile Association, Inc.	158532	\$6,098.00	\$7,380.00	\$13,478.00
C&E 2020-37	New Hampshire Trail Dawgs	157755	\$8,856.94	\$1,093.08	\$9,950.02
C&E 2020-48	Stratford Nighthawks SMC	166666	\$14,964.00	\$12,112.00	\$27,076.00
C&E 2020-51	Twin Mountain SMC	155766	\$49,070.00	\$13,000.00	\$62,070.00
			\$101,254.99	\$39,151.60	\$140,406.59

Funding is available in account, Grant-In-Aid - Snow, as follows:

03-035-035-351510-35560000-075-500590 - Grants Subsidies and Relief	<u>FY-2021</u> \$39,151.60
---	-------------------------------

**EXPLANATION**

The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These agreements are for aiding the clubs in the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment.

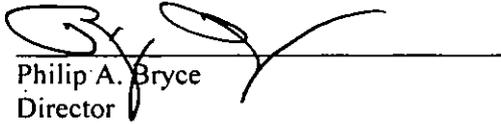
These increases are due to emergency trail re-routes and maintenance that if not completed would result in trail closure, and increases in grooming equipment maintenance costs that must be completed in order for the clubs to be able to conduct grooming this winter. The clubs do not have the means to complete the work without GIA assistance, especially since COVID has been detrimental to their funding events.

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

Copies of these amendments will be available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample amendment as to form and substance, and will approve the actual amendments as to execution.

Respectfully submitted,

Concurred,



Philip A. Bryce  
Director



Sarah L. Stewart  
Commissioner

Attachments  
PAB/CG/lam

INCREASE OF AGREEMENT WITH RESPECT  
TO GRANT-IN-AID FUNDING

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails, and the «Club», Vendor Code #«Vendor\_», hereby mutually agree to amend their 2020 GIA Agreement, #«Grant\_». Said grant was approved by the Governor and Executive Council on July 15, 2020, as item #57 and has an expiration date of December 31, 2020.

1. Increase the Agreement amount by «Increase», from «Current\_Grant» to «New\_Grant».
2. Additional funds to be paid from 03-035-035-351510-35560000-075-500590.
3. All other terms and conditions of the Agreement shall remain the same in full force and effects as originally set forth.
4. This Amendment is subject to approval by the Governor and Executive Council.

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

\_\_\_\_\_  
GIA Program Specialist  
Bureau of Trails

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Club Trail Administrator

\_\_\_\_\_  
Witness

STATE OF NEW HAMPSHIRE, County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared, \_\_\_\_\_, known to me, or satisfactorily proven to be, the same person subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Justice of the Peace/Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_ seal

Approved as to form, substance and execution:

\_\_\_\_\_  
Michael Haley, Esq.  
NH Department of Justice

Agreement expiration date: December 31, 2020

Approved by Governor and Council

at the \_\_\_\_\_ meeting

Item # \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
 DIVISION of PARKS and RECREATION  
 BUREAU of TRAILS

172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3254 Fax: (603) 271-3553 E-Mail: nhtrails@dnrc.nh.gov  
 Web: www.nhtrails.org

*Item # 57  
 G+C approved  
 7/15/2020*

June 18, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Bureau of Trails to enter into **Retroactive** Grant-In-Aid agreements with the snowmobile clubs shown in the attachment in the total amount of \$805,920.18 effective upon Governor and Executive Council approval for the period July 1, 2020 through December 31, 2020. 100% Other Funds (Transfers from Fish & Game).

Funding is available in accounts, Grant-In-Aid – Snow and Grant-In-Aid Equipment – Snow, as follows:

	<u>FY 2021</u>
03-035-035-351510-35560000-075-500590 - Grants Subsidies and Relief	\$580,751.48
03-035-035-351510-34840000075-500590 - Grants Subsidies and Relief	<u>\$225,168.70</u>
<i>Total:</i>	<u>\$805,920.18</u>

**EXPLANATION**

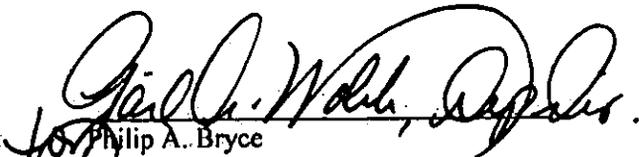
The Department's authority to enter into Grant-In-Aid agreements with non-profit snowmobile clubs is outlined in RSA 215-C:39, VII (b). These agreements are for aiding the clubs in the maintenance and development of snowmobile trails and the purchase and refurbishment of trail maintenance equipment. This request is **Retroactive** due to the timing of the Governor and Executive Council meeting and the clubs needing to start their trail construction projects at the beginning of the 2021 fiscal year.

Copies of these agreements are available at the Department's Bureau of Trails. The Attorney General's office has approved the attached sample agreement as to form and substance, and will approve the actual agreements as to execution.

While many of the grant agreements are not above the \$10,000 limit requiring approval by the Governor and Executive Council, there is the potential for additional grants to be awarded to these clubs during the same Fiscal Year possibly putting grantees over said limit. There are no Road Toll funds being used to support these grant agreements.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Sarah L. Stewart  
 Commissioner

Grant #	Org	Vendor #	Location	Trails Maintenance	Equipment	Grant Total
C&E 2020-01	Alexandria Ledge Climbers Snowmobile Club, The	158580	Alexandria, NH	\$7,050.00	\$0.00	\$7,050.00
C&E 2020-02	Andover Snowmobile Club, Inc.	155686	Andover, NH	\$1,505.22	\$0.00	\$1,505.22
C&E 2020-03	Asquamchumauke Valley Snowmobile Club	166527	Warren, NH	\$1,600.00	\$0.00	\$1,600.00
C&E 2020-04	Baker River Valley Snowmobile Club	157505	Wentworth, NH	\$15,710.00	\$0.00	\$15,710.00
C&E 2020-05	Blow-Me-Down Snow Riders	167138	Cornish Flat, NH	\$1,277.25	\$0.00	\$1,277.25
C&E 2020-06	Blue Mountain Snowclusters Outdoor Recreation Club Inc.	271152	Granitham, NH	\$11,550.00	\$33,750.00	\$45,300.00
C&E 2020-07	Bow Pioneers Snowmobile Club	155714	Concord, NH	\$2,321.50	\$0.00	\$2,321.50
C&E 2020-08	Bridgewater Mountain Snowmobile Club	165203	New Hampton, NH	\$31,620.00	\$0.00	\$31,620.00
C&E 2020-09	Brookline Icebreakers Snowmobile Club	159225	Brookline, NH	\$2,077.50	\$0.00	\$2,077.50
C&E 2020-10	Bruhawachet Sno-Trackers, Inc.	158042	Rumney, NH	\$0.00	\$1,080.00	\$1,080.00
C&E 2020-11	Central New Hampshire Snowmobile Club	159440	Campton, NH	\$22,266.05	\$0.00	\$22,266.05
C&E 2020-12	Chesterfield Snowmobilers, Inc.	156030	Chesterfield, NH	\$6,067.20	\$0.00	\$6,067.20
C&E 2020-13	Colebrook Ski-Bees, Inc.	155789	Colebrook, NH	\$5,024.00	\$0.00	\$5,024.00
C&E 2020-14	Connecticut Valley Snowmobile Club	160093	Haverhill, NH	\$5,423.25	\$0.00	\$5,423.25
C&E 2020-15	Crescent Lake Regional Sno-Riders	155028	Claremont, NH	\$500.00	\$0.00	\$500.00
C&E 2020-16	Dalton Ridge Runners Snowmobile Club	162647	Dalton, NH	\$1,917.20	\$0.00	\$1,917.20
C&E 2020-17	Evergreen Valley Snowmobile Club Association, Inc.	157702	Milton, NH	\$7,347.20	\$0.00	\$7,347.20
C&E 2020-18	Fort Mountain Trailwinders, The	218495	Epsom, NH	\$3,560.78	\$0.00	\$3,560.78
C&E 2020-19	Gilmanton Snowmobile Association, Inc.	158532	Gilmanton, NH	\$6,098.00	\$0.00	\$6,098.00
C&E 2020-20	Groveton Trail Blazers, Inc., The	155466	Groveton, NH	\$10,519.50	\$159,000.00	\$169,519.50
C&E 2020-21	Hidden Valley Sno-Riders	158266	Martow, NH	\$18,769.01	\$0.00	\$18,769.01
C&E 2020-22	Hollis Nor'Easters Snowmobile Club	159261	Hollis, NH	\$10,074.00	\$0.00	\$10,074.00
C&E 2020-23	Jefferson Hi-Landers, Inc., The	154753	Jefferson, NH	\$840.00	\$0.00	\$840.00
C&E 2020-24	Kearsarge Trail Snails, Inc. Snowmobile Club	166621	Wamer, NH	\$4,135.12	\$0.00	\$4,135.12
C&E 2020-25	Lake Sunapee Snowmobile Club	156464	Newbury, NH	\$1,017.75	\$0.00	\$1,017.75
C&E 2020-26	Lee Sno-Travelers, Inc.	158634	Lee, NH	\$1,500.00	\$0.00	\$1,500.00
C&E 2020-27	Lisbon Stump Jumpers, Inc.	159132	Lisbon, NH	\$8,683.00	\$0.00	\$8,683.00
C&E 2020-28	Littleton Off Road Riders	156202	Littleton, NH	\$5,482.79	\$0.00	\$5,482.79
C&E 2020-29	Lyme Pinnacle SMC	155363	Lyme, NH	\$7,801.00	\$0.00	\$7,801.00
C&E 2020-30	Mascoma Valley Snow Travelers	262171	Springfield, NH	\$53,928.00	\$0.00	\$53,928.00
C&E 2020-31	Milan All Weather Riders	158181	Milan, NH	\$2,334.00	\$0.00	\$2,334.00
C&E 2020-32	Mohawk Trail Riders, Inc.	157400	Sanbornton, NH	\$8,826.00	\$0.00	\$8,826.00
C&E 2020-33	Monadnock Sno Mokes	154989	Ridge, NH	\$1,800.00	\$0.00	\$1,800.00
C&E 2020-34	Monroe Bumper Humpers	156040	Monroe, NH	\$6,344.91	\$0.00	\$6,344.91
C&E 2020-35	Mount Agassiz Trail Association	156956	Bethlehem, NH	\$3,883.80	\$12,267.00	\$16,150.80
C&E 2020-36	Mount Major SMC	157731	Alton Bay, NH	\$17,505.00	\$0.00	\$17,505.00
C&E 2020-37	New Hampshire Trail Dawgs	157755	Pembroke, NH	\$4,484.64	\$4,372.30	\$8,856.94
C&E 2020-38	Ossipee Valley SC	157580	W. Ossipee, NH	\$6,566.47	\$0.00	\$6,566.47
C&E 2020-39	Pittsburg Ridge Runners Snowmobile Club, Inc.	155767	Pittsburg, NH	\$23,372.00	\$0.00	\$23,372.00
C&E 2020-40	Powdermill SMC	157604	New Durham, NH	\$8,180.00	\$0.00	\$8,180.00
C&E 2020-41	Scrub Oak Scramblers SMC	155667	Madison, NH	\$1,400.00	\$0.00	\$1,400.00
C&E 2020-42	Shugah Valley Snow Riders, Inc.	167153	Claremont, NH	\$6,960.00	\$0.00	\$6,960.00
C&E 2020-43	Sno-Streakers	155759	Meredith, NH	\$4,910.00	\$0.00	\$4,910.00
C&E 2020-44	Snoward Bound SMC	167067	Center Conway, NH	\$21,831.38	\$0.00	\$21,831.38
C&E 2020-45	Southern NH Snow Slickers, Inc.	167086	Candia, NH	\$5,788.88	\$0.00	\$5,788.88
C&E 2020-46	Southern NH Trailblazers	160097	Kingston, NH	\$22,012.50	\$0.00	\$22,012.50
C&E 2020-47	Squam Trail-Busters SC, Inc., The	158286	Holderness, NH	\$4,062.00	\$0.00	\$4,062.00
C&E 2020-48	Stratford Nighthawks SMC	166666	No. Stratford, NH	\$14,964.00	\$0.00	\$14,964.00
C&E 2020-49	Sutton Ridge Runners	155754	N. Sutton, NH	\$3,534.00	\$0.00	\$3,534.00
C&E 2020-50	Swift Diamond Riders	157214	Stewartstown, NH	\$13,048.40	\$0.00	\$13,048.40
C&E 2020-51	Twin Mountain SMC	155766	Twin Mountain, NH	\$49,070.00	\$0.00	\$49,070.00
C&E 2020-52	Twin Ridge Mountaineers SMC, Inc.	167158	Goshen, NH	\$48,165.00	\$0.00	\$48,165.00
C&E 2020-53	Umbagog Snowmobile Association	166541	Errol, NH	\$25,495.00	\$0.00	\$25,495.00
C&E 2020-54	Weare Winter Wanderers	157308	Weare, NH	\$2,511.56	\$0.00	\$2,511.56
C&E 2020-55	Westmoreland Sno-Belters	157524	Westmoreland, NH	\$2,070.93	\$0.00	\$2,070.93
C&E 2020-56	White Mountain Ridge Runners	155135	Berlin, NH	\$8,590.02	\$0.00	\$8,590.02
C&E 2020-57	White Mountain Trail Club	157733	Bartlett, NH	\$540.94	\$0.00	\$540.94
C&E 2020-58	Winchester Trail Riders, Inc.	157791	Winchester, NH	\$3,567.00	\$0.00	\$3,567.00
C&E 2020-59	Wolfeboro Snowmobile Club	286972	Wolfeboro, NH	\$3,267.75	\$14,699.40	\$17,967.15
				\$580,751.48	\$225,168.70	\$805,920.18





State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation  
Bureau of Trails

GRANT-IN-AID AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the STATE OF NEW HAMPSHIRE, acting by and through the Commissioner of the Department of Natural and Cultural Resources; Division of Parks and Recreation; Bureau of Trails, hereinafter referred to as the "State", and the «Org», a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in «Location».

WHEREAS, the Club desires to construct/maintain a public snowmobile trail system and/or purchase or recondition trail maintenance equipment, in accordance with grant number «Grant », and;

WHEREAS, by Laws of New Hampshire, RSA 215-C, the Legislature has authorized funds to the Bureau of Trails for Grant-In-Aid to organized snowmobile clubs;

NOW, THEREFORE, IT IS AGREED between the parties hereto:

1. The State agrees to reimburse the Club in accordance with RES 8408, subject to the following terms and conditions; however, should snowmobile revenues fall short of the estimated amounts, grant awards shall be reduced by the amount of the revenue shortfall. If GIA revenues are insufficient to fund Projects and/or Equipment purchases or reconditions at the percentages noted in Res 8403.02, the Bureau shall have the ability to offer partial funding to a club, lower than those proportions noted in Res 8403.02, and the club may determine if they wish to accept the lower grant award.
2. The Club agrees to construct and undertake the approved Project, and/or purchase or recondition Equipment, in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Club agrees to comply with all Federal, State, and local laws, rules, and regulations, which are now, or in the future may become, applicable to the Project and/or purchase or recondition.
3. This Agreement and the obligations of the parties hereunder, shall become effective upon Governor & Council approval, and run through December 31, 2020.
4. The maximum amount of funds available to the Club pursuant to this Agreement shall be «Grant Total». It is further understood and agreed that the Club shall only be reimbursed on the basis of actual costs incurred, and that the State's determinations of eligible and approved costs shall be final in all cases. The club shall submit invoices for actual costs incurred in construction or maintenance of the approved trail; actual costs incurred in the purchase or reconditioning of equipment, along with a receipt from the vendor indicating the equipment has been delivered and paid for. Said receipt shall include the Club's name, the purchase or reconditioning price, the make, model, serial number, and year of manufacture of equipment, and any accessories purchased.
  - a. FIRST PAYMENT; upon receipt of an invoice thirty (30) days after commencement of the Project or purchase, the State agrees to pay the Club percentages as applicable, deemed eligible and approved.

- b. **SUBSEQUENT PAYMENTS;** each successive thirty (30) days after the first payment, the Club shall submit invoices evidencing acceptable costs. If the costs are deemed eligible and approved, the State agrees to pay the club appropriate percentages. Said payments shall continue to be made until authorized reimbursements for the total costs of said Project and/or purchase or recondition have been made, on the condition that invoices are submitted within the Agreement period.
- c. **NOTWITHSTANDING** anything to the contrary contained herein, it is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of State funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this Agreement in whole or part immediately.
5. Any grant funds allotted, but not applied for by the Club by the termination date of this Agreement, shall lapse and be returned to the Grant-In-Aid Program. Any remaining balances upon Project completion and/or Equipment purchase or reconditioning shall not be used for any other purpose unless prior written permission has been received and approved by the Bureau.
6. The Club shall not amend, revise, or change the Approved Application or Work Plan without the prior written consent of the Bureau.
7. The following events shall result in the termination of the Agreement at the election of the State:
- a. In the event that the owner(s) of the land on which the trail system is developed withdraw permission for the use of said land while the Club's Project grant is in effect, the Agreement will be void and no further payments will be made hereunder by the State, unless the State determines that an alternative route is available to keep the trail network intact and utilize awarded Project funds.
  - b. Failure by the Club to comply with any of the rules governing the reimbursement of funds shall result in the non-reimbursement of any funds owed and shall cause future Grant-In-Aid requests to be denied, providing corrections are not made within 15 working days of notification of any failure of rules compliance.
8. Equipment purchased or reconditioned through the Grant-In-Aid Program shall not be sold or traded by any Club, unless it meets the provisions specified in Administrative Rule Res 8404.04, Terms of Ownership.
9. The State of New Hampshire shall retain an interest in the form of a lien on all equipment purchased or reconditioned through the Grant-In-Aid Program, and the State shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9. Such lien shall be released by the State of New Hampshire when the club has met the requirements of Administrative Rules Res 8404.04 or 8404.05.
10. The Club covenants to indemnify and hold harmless the State from and against any and all losses suffered by the State, and any and all claims, liabilities or penalties asserted against the State, by or on behalf of any person on account of, based in, resulting from, arising out of (or which may be claimed to have arisen out of), the acts or omissions of the Club.

NOTWITHSTANDING THE FOREGOING, nothing herein contained shall be deemed to constitute a waiver of the Sovereign Immunity of the State. This covenant shall survive the termination of the Agreement.

11. The Club agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. Periodic inspections of purchased or reconditioned equipment, trail construction, trail signing, and equipment logs may be made by Bureau officials or designees at any time.
12. This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
13. It is understood and agreed by the parties hereto that in the performance of the Agreement and the services hereunder, the Club and its servants and employees are in all respects independent contractors and shall neither be determined to be employed nor agents of the State, nor be entitled to any benefits, worker's compensation or emoluments provided by the State to its employees.

### SPECIAL PROVISIONS

1. Equipment purchased or reconditioned through the Grant-In-Aid Program shall be required to display (at locations designated by the Bureau) at least one (1) but not more than two (2), decals indicating that the equipment has been partially funded by this Program. Decals shall be provided by the Bureau.
2. All equipment purchased or reconditioned through the Grant-In-Aid Program shall be kept in good mechanical condition. Clubs are required to maintain a *Maintenance Log*, provided by the Bureau, for each piece of equipment.
3. Clubs must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Grant-In-Aid Program for the term of the GIA award pursuant to Res 8404.04. The insurance policy shall name the State of New Hampshire Bureau of Trails as a certificate holder.
4. All approved parking facilities shall only be signed with appropriate signs provided by the Bureau of Trails obtained through the Grant-In-Aid Program.

**SNOWMOBILE CLUB INFORMATION**

Organization Name: «Org» Vendor Code: «Vendor\_»

Appropriation Code: 010-035-3556-075-0590 Construction «Construction\_»  
010-035-3484-075-0590 Equipment «Equipment\_»

Total Grant Value «Grant\_Total»

TRAIL ADMINISTRATOR: \_\_\_\_\_

(Print Name)

(Signature)

STATE OF NEW HAMPSHIRE, County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared, \_\_\_\_\_  
known to me, or satisfactorily proven to be, the same person subscribed to the within instrument, and  
acknowledged that they executed the same for the purposes therein contained.

Justice of the Peace/Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_ seal

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

\_\_\_\_\_  
Chief, Bureau of Trails

\_\_\_\_\_  
Witness/Date

Approved as to form, substance and execution:

\_\_\_\_\_  
Attorney General

Agreement expiration date: December 31, 2020

Approved by Governor and Council  
at the \_\_\_\_\_ meeting  
Item # \_\_\_\_\_



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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION  
172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553  
Web: www.nhstateparks.org

September 23, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a **Sole Source** contract with Wintersteiger, Inc. (VC #173224), Salt Lake City, UT in the amount of \$14,534 for annual service and calibration of ski tuning machines at Cannon Mountain Ski Area's Rental and Repair Shop effective upon Governor and Executive Council approval through June 30, 2022. 100% Other Funds (Agency Income).

Funds are available in the following account for FY 2021, and are anticipated to be available in Fiscal Year 2022, upon the continued appropriation of funds in the future operating budget with the authority to adjust the encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351510-37040000, Cannon Retail & Concession

	<u>FY 2021</u>	<u>FY 2022</u>
103-500737 Contracts for Op Services	\$7,440	\$7,094

**EXPLANATION**

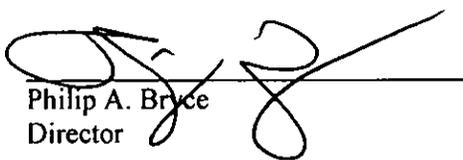
Wintersteiger, Inc. is the manufacturer of the ski and snowboard tuning equipment in use in the Cannon Mountain Rental and Repair Shop. Wintersteiger is the proprietary provider for the maintenance and equipment required to complete the necessary annual service and maintenance for Cannon's Wintersteiger machinery. For these reasons, approval of this sole source contract is being sought.

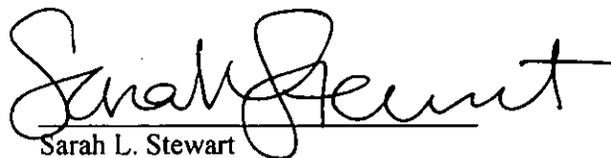
Annual service and maintenance is required on all of Cannon Mountain Ski Area's ski and snowboard tuning equipment and machines to ensure they are in top working performance for the upcoming ski and ride season. To confirm everything is in proper order for the 2020/21 and 2021/22 winter seasons, Wintersteiger will visit once in the late summer prior to each season's opening.

The Attorney General's Office has reviewed and approved this contact as to form, substance and execution.

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

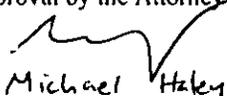
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Wintersteiger, Inc.		1.4 Contractor Address 4705 W. Amelia Earhart Dr, Salt Lake City, UT 84116-2840	
1.5 Contractor Phone Number 866-590-8977	1.6 Account Number 37040000-500737-35CA0403	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$14,534.00
1.9 Contracting Officer for State Agency Sarah L. Stewart, Commissioner		1.10 State Agency Telephone Number 603-271-2411	
1.11 Contractor Signature  Date: 9-16-2020		1.12 Name and Title of Contractor Signatory Fritz Hoeckner, President	
1.13 State Agency Signature  Date: 9/28/20		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>N/A</i> Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: 9/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

**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.

## 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

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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION**

**Service and Calibration of Ski Tuning Machines at Cannon Mt Ski Area**

**EXHIBIT A**

There are no additional or special provisions in this contract.

**EXHIBIT B**

**Scope of Work:** The purpose of this Contract is for the Contractor to provide the State with all labor, material and equipment required to provide preventative maintenance and cleaning to the ski and snowboard tuning equipment at Cannon Mountain Ski Area's Rental and Repair Shop. The Contractor requires receipt of, and the following scope of work:

- a) Service Call and Labor with Warranty Hour;
- b) Sigma Belt Base Inspection-PMP;
- c) Sigma Belt wearing part package base;
- d) Speedtronic Pro Base Inspection-PMP;
- e) Speedtronic wearing part package base;
- f) Mercury M-SD inspection;
- g) Mercury M-SD parts package, including mercury feed update kit in FY21.

**EXHIBIT C**

**Contract Price**

FY21:           \$7,440.00  
FY22:           \$7,094.00

Total contract shall not exceed:   \$14,534.00

**Method of Payment**

Payments shall be made within 30 days after receipt of progress based invoices and inspections by Cannon's project manager.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of June 30, 2022.

# State of New Hampshire

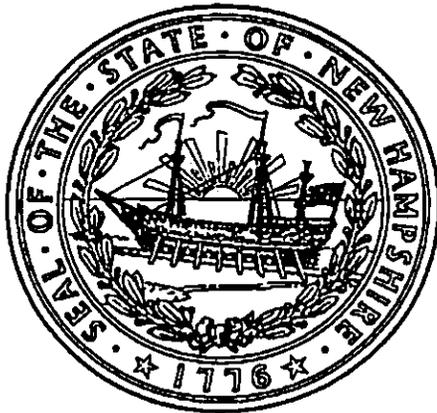
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WINTERSTEIGER, INC. is a Utah Profit Corporation registered to transact business in New Hampshire on October 01, 2007. 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: 585138

Certificate Number: 0005004845



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of September A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Corporation with Notary Seal)

1, Brian Kamm, do hereby certify that:  
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Wintersteiger, Inc.  
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 16, 2020  
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Service of Ski Tuning Machinery services.

RESOLVED: That the President  
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of September 16, 2020  
(Date Contract Signed)

4. Fritz Hoeckner (is/are) the duly elected President  
(Name of Contact Signatory) (Title of Contract Signatory)

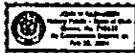
of the Corporation.

Brian Kamm   
(Signature of the Clerk of the Corporation)

STATE OF UTAH  
County of SALT LAKE

The foregoing instrument was acknowledged before me this 16 day of September, 2020, by Brian Kamm  
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)



Online Notary Public: This notarial act involved the use of online audio/visual communication technology.

John W Rasmussen   
Notary Public / Justice of the Peace

Commission Expires: 02-20-2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (626) 799-7000 <b>FAX (A/C No):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>	
www.boltonco.com      0008309	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Wintersteiger, Inc. 4705 Amelia Earhart Drive Salt Lake City UT 84116-2876	<b>INSURER A:</b> XL Insurance America, Inc.		24554
	<b>INSURER B:</b> Trumbull Insurance Company		27120
	<b>INSURER C:</b> Twin City Fire Insurance Company		29459
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

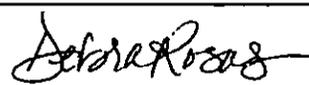
**COVERAGES**      **CERTIFICATE NUMBER: 53382409**      **REVISION NUMBER:**

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		US00089713LI20A	1/1/2020	1/1/2021	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 \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		72UENZN3483	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEGH2048	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

State of New Hampshire (Cannon Mountain) is included as additional insured on general liability and auto liability as required by written contract

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Natural and Cultural Resources Division of Parks and Recreation 172 Pembroke Rd. Concord NH 03301-5791	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Debra Rosas
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# MEMO

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**TO:** CHRISTOPHER MARINO, BUSINESS ADMINISTRATOR  
**FROM:** JOHN DEVIVO, GENERAL MANAGER  
**SUBJECT:** SOLE SOURCE REQUISITION-WINTERSTEIGER  
**DATE:** SEPTEMBER 23, 2020

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Wintersteiger, Inc., of Salt lake City, UT (VC#173224) is the manufacturer of the ski and snowboard tuning equipment in use in the Cannon Mountain Rental and Repair shop. Wintersteiger is the proprietary provider for the maintenance and equipment required to complete the necessary annual service and maintenance for Cannon's Wintersteiger machinery.

We respectfully request approval of this requisition as a sole source.

Thank you for your consideration.



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301

August 11, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, New Hampshire State Library, to pay **Retroactively** the Online Computer Library Center (VC #167995), Cincinnati, OH, in the amounts of \$130,322.15 for Fiscal Year 2020 and \$130,419.27 for Fiscal Year 2021 for a total amount of \$260,741.42 for membership dues effective upon Governor and Executive Council approval for the period of July 1, 2019 through June 30, 2021. 100% Federal Funds.

Funding is available in account, Federal Library Programs, as follows:

03-035-035-353010-25540000-500251 - Organizational Dues	<u>FY 2021</u> \$260,741.42
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**EXPLANATION**

New Hampshire State Library (State Library) is requesting permission to retroactively renew its membership with the Online Computer Library Center (OCLC), a global library cooperative that provides shared technology services for our New Hampshire libraries through this membership. The FY20 membership is retroactive due to a major change in invoicing procedures while the FY21 membership is retroactive due to annual renewal timing that coincided with the COVID-19 pandemic and the lack of communications between OCLC and the State Library. This membership allows the State Library to obtain catalog records and metadata for collection organization, as well as, the ability to request items from other libraries around the world through the WorldShare ILL subscription.

Listed below are answers to standard questions required for Governor and Executive Council organization dues and membership approval submissions. Copies of the invoices are attached.

- 1. How long has this organization been in existence and how long has this agency been a member of this organization?** OCLC has been in existence for 53 years and the State Library became a member in 1980.
- 2. Is there any other organization which provides the same or similar benefits which your agency belongs to?** No. OCLC is the only global library cooperative.
- 3. How many other states belonging to this organization and is your agency the sole New Hampshire state agency that is a member?** Government agencies in all 50 states are members, along with many public, school, and academic libraries across the US. New Hampshire Law Library (Judicial Branch) is the only other NH state agency that is a member of OCLC.
- 4. How is the dues structure established?** Each library's membership fee is based on average monthly cataloging activity for the previous 2 years.

5. **What benefit does the state receive from participating in this membership?** OCLC provides connection to a global network of libraries for learning, communication and collaboration, as well as access to WorldCat – the most comprehensive global network of data about library collections and services with 2.9 billion holdings and growing.
6. **Are training or educational/research materials included in the membership? If so, is the cost included?** Yes. Training is provided throughout the year to members regarding cataloging and metadata protocols.
7. **Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams?** Membership is not required to receive any federal grants or to participate in licensing or certification exams.
8. **Is there any travel included with this membership fee?** No. There is no travel included with the membership fee.
9. **Which state agency employees are directly involved with this organization? Indicate if they are members, voting members, committee members, and/or officers of the organization.** There are no state agency employees directly involved with OCLC governance.
10. **Explain in detail any negative impact to the state if the agency did not belong to this organization.** If the State Library did not belong to the organization we would not have the ability to obtain standardized cataloging metadata that ensures consistency in searching and recovery of materials requested by the public and state agencies from our collections.

Respectfully submitted,



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Sarah L. Stewart  
Commissioner



**FY2020 OCLC Cataloging and Metadata Subscription Renewal Notice**

**Please Note:** OCLC will be moving to electronic communication for your Cataloging renewal over the next year and we would like to confirm/update your contact information. Please review the information below. If needed, please use the link below to update your information:

**OCLC Symbol:** HSA  
**Institution Name:** NHSL Catalog  
**Contact Name:** Kathleen Stanick  
**Job Title:** Supervisor  
**Email:** [kathy.stanick@dcr.nh.gov](mailto:kathy.stanick@dcr.nh.gov)

You can update your institution's information here: <https://www.surveymonkey.com/r/OCLCRenewalNotices>

Effective July 1, 2019, the following subscription will renew automatically for the period of July 1, 2019 – June 30, 2020. The new amount will be reflected beginning with your July 2019 OCLC invoice. Please visit [www.oclc.org/servicecenter/](http://www.oclc.org/servicecenter/), and then log on to your OSC account to access the Price List or request a price list at [Profiling@oclc.org](mailto:Profiling@oclc.org).

**Your FY2020 OCLC Cataloging Annual Subscription**

<b>FY20 Cataloging and Metadata Subscription:</b>	<b>\$111,623.62</b>
<b>FY20 Total:</b>	<b>\$111,623.62</b>

OCLC's Renewals team will be happy to answer questions and offer further guidance about this renewal information. Please contact them at 1-800-848-5878, ext. 5878, or send an email to [oclc renewals@oclc.org](mailto:oclc renewals@oclc.org).

**Fisher, Lori**

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**From:** OCLC Orders <oclcorders@oclc.org>  
**Sent:** Friday, August 7, 2020 10:23 AM  
**To:** Tkach, Karen  
**Subject:** WebDewey Cataloging 1 user Renewal subscription renewal notice for NHSL Catalog (HSA)



NHSL Catalog  
20 Park St  
Concord NH, 03301  
United States

**Mary Russell,**

On April 30, 2019 your subscription for the following product(s) will expire:

QTY	PROD CODE	PRODUCT DESCRIPTION	PRICE	CURRENCY
2	DDC9069	WebDewey Cataloging 1 user Renewal	648.90	USD

\* Please note prices are current as of the date of this notice and are subject to change.

Please take a few minutes today to assess your library's current needs. If you wish to continue your subscription as it is, with no changes, no action is required of you at this time. Your subscription(s) will be renewed and billed automatically on the expiration date. If you have questions or need to make changes to your subscription, please contact Karen Tkach at [orders@oclc.org](mailto:orders@oclc.org) or 1-800-848-5878 x6302. We request written confirmation to cancel.

If you have questions or need help, please contact OCLC Customer Service Department(CSD) at:

USA and Canada  
International  
E-mail: [support@oclc.org](mailto:support@oclc.org)

1-800-848-5800  
+ 1-614-793-8682  
Fax 1-614-764-2694



**FY2020 OCLC Cataloging and Metadata and WorldShare ILL Subscriptions Renewal Notice**

**Please Note:** OCLC will be moving to electronic communication for your Cataloging and ILL renewals over the next year and we would like to confirm/update your contact information. Please review the information below. If needed, please use the link below to update your information:

**OCLC Symbol:** NHS

**Institution Name:** New Hampshire State Library

**Contact Name:** Michael York

**Job Title:** State Librarian

**Email:** michael.york@dncr.nh.gov

You can update your institution's information here: <https://www.surveymonkey.com/r/OCLCRenewalNotices>

Effective July 1, 2019, the following subscriptions will renew automatically for the period of July 1, 2019 – June 30, 2020. The new amount will be reflected beginning with your July 2019 OCLC invoice. Please visit [www.oclc.org/servicecenter/](http://www.oclc.org/servicecenter/), and then log on to your OSC account to access the Price List or request a price list at [Profiling@oclc.org](mailto:Profiling@oclc.org).

**Your FY2020 OCLC Cataloging and WorldShare ILL Annual Subscriptions**

<b>FY20 Cataloging and Metadata Subscription:</b>	<b>\$17,511.43</b>
<b>FY20 WorldShare ILL Subscription:</b>	<b>\$ 538.20</b>
<b>FY20 Total:</b>	<b>\$18,049.63</b>

ILL Fee Management (IFM) libraries: Please note that IFM is not included in the above subscription, as activity for IFM is tracked on a transaction basis, and pricing is set by the libraries involved.

OCLC's Renewals team will be happy to answer questions and offer further guidance about this renewal information. Please contact them at 1-800-848-5878, ext. 5878, or send an email to [oclc renewals@oclc.org](mailto:oclc renewals@oclc.org).



OCLC Symbol  
HSA  
Customer ID  
38036

Currency  
USD  
Renewal Period  
7/01/2020 to 6/30/2021

**Renewal**  
Renewal Order # 1000033917  
**4/30/2020**

**NHSL Catalog**  
Kathy Stanick  
20 Park St  
Concord NH 03301  
United States

**Participant Library**  
**NHSL Catalog**  
20 Park St  
Concord NH 03301  
United States

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription	\$111,623.64
<b>Total</b>		<b>\$111,623.64</b>

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USD  
Renewal Period  
5/01/2020 to 4/30/2021

**Renewal**  
Renewal Order  
# 1000024644  
**3/09/2020**

**NHSL Catalog**  
Mary Russell  
Librarian  
20 Park St  
Concord NH 03301  
United States

**Participant Library**

**NHSL Catalog**

20 Park St  
Concord NH 03301  
United States

Item Code	Item	Amount
3000039	WebDewey 2 - 9 Users	\$745.95
<b>Total</b>		<b>\$745.95</b>

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OCLC Symbol  
HSA  
Customer ID  
38036

Currency  
USD  
Renewal Period  
7/01/2020 to 6/30/2021

**Renewal**  
Renewal Order  
# 1000033977  
**4/30/2020**

**NHSL Catalog**  
Michael York  
Library Director  
20 Park St  
Concord NH 03301  
United States

**Participant Library**  
**New Hampshire State Library**  
  
20 Park St  
Concord NH 03301  
United States

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription	\$17,511.48
3000065	WorldShare ILL	\$538.20
	<b>Total</b>	<b>\$18,049.68</b>

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Thank you  
OCLC Order Services



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

October 2, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to approve a loan agreement with Waterville Acres Condominium Associates (VC# 316425-B001), Thornton, NH, in the amount not to exceed \$250,000 to finance water system improvements subject to conditions as outlined in documents substantially in the form presented, under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

Funding is available in the following account:

03-44-44-441018-4791-301-500833  
Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2021  
\$250,000

**EXPLANATION**

The purpose of this loan agreement is to authorize Waterville Acres Condominium Associates to borrow up to \$250,000 from the Drinking Water State Revolving Loan Fund (DWSRF) to finance water system improvements. The improvements include construction of a new pump station; installation of a new storage tank; installation of a new variable speed booster pump and control panel; demolition of the existing pump station; and well replacement or rehabilitation of existing well if funding remains. The original water system infrastructure was installed in the 1970's and several major areas are in need of replacement. The pump station is a confined space entry, the tanks are badly rusted and in poor condition and the well is susceptible to surface water influence during periods of high water in the spring. Currently the system is chlorinating the water due to the surface water influence. This project will address aging infrastructure, safety and drinking water quality issues.

The final loan amount will be based on the total DWSRF funds disbursed, and may be less than \$250,000. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 1.296% for a term of 20 years.

The DWSRF is authorized by RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. There is currently a balance of \$30,059,119 in the DWSRF available for new loans. Attached is a tabulation of the DWSRF showing the effect of this loan on the funds available for loans.

We respectfully request your approval of this item.

Robert R. Scott  
Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION

DRINKING WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request of the loan agreement(s) under RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. for the public water system(s) listed below.  
This request will affect the balance of the loan funds as follows.

	<u>REPAYMENT</u>
Repayment Account (Balance as of 9/29/20)	<u>\$30,059,119</u>
Less Loans Previously Approved	<u>\$0</u>
Funds Available for Loans	\$30,059,119
 <b>New Loans Being Requested</b>	
Waterville Acres Condominium Associates (Project#: 2342070)	(250,000)
 Net Change to Loan(s)	<u>(250,000)</u>
 <b>Balance Available After G &amp; C Approval</b>	<u><u>\$29,809,119</u></u>

**CLOSING AGENDA**

**STATE OF NEW HAMPSHIRE  
STATE DRINKING WATER REVOLVING LOAN FUND**

RE:    **LOAN TO WATERVILLE ACRES CONDOMINIUM ASSOCIATES  
COMMUNITY WATER SYSTEM  
THORNTON, NEW HAMPSHIRE  
Project #2342070**

DATE: \_\_\_\_\_

- |    |   |       |
|----|---|-------|
| 1. | State of New Hampshire                  | "SNH" |
| 2. | Waterville Acres Condominium Associates | "B"   |
| 3. | State's Counsel, David Howe             | "DMH" |

No.	Item:	Responsible Party:
1	Declaration of Condominium of Borrower	B
2	Certified Bylaws of Borrower	B
3	Certificate of Members' Resolution of Borrower	B
4	Certificate of Existence of Borrower	B
5	Description of Premises (Exhibit A)	DMH
6	Schedule of Costs (Budget) (Exhibit B)	B
7	Loan Agreement	SNH
8	Promissory Note (Exhibit C)	SNH
9	Collateral Assignment of Association Assessments	SNH
10	Collateral Assignment of Contracts, Plans and Permits	SNH
11	Security Agreement	SNH
12	Financing Statement	DMH
13	Certificate of Insurance: <i>Certificate of liability and casualty insurance addressed to the State with the State as an additional insured as to liability</i>	B
14	UCC Search	SNH
15	Governor and Council approval	SNH
16	399-B Disclosure	SNH

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**  
**STATE DRINKING WATER REVOLVING LOAN FUND**  
**Loan Agreement**

THIS LOAN AGREEMENT (the "Agreement"), dated \_\_\_\_\_, 2020, has two parties:

(1) the State of New Hampshire (the "State"), whose address is c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095, and

(2) the following person which is borrowing funds from the State:

Waterville Acres Condominium Associates  
47 Waterville Acres Road, #71  
Thornton, NH 03285  
(the "Borrower")

**FUNDAMENTAL PREMISES FOR THIS AGREEMENT**

A. Pursuant to New Hampshire Revised Statute Annotated ("RSA") 486:14 the State has established a revolving loan fund for financing water pollution control and drinking water improvement projects within the state. Federal financial assistance provided through Capitalization Grants for Drinking Water State Revolving Funds (CFDA #66.468) may comprise all or a portion of the Principal Sum.

B. The Borrower owns and operates a community water system for a condominium that includes 20 units located in Thornton, New Hampshire. Currently, the Borrower serves approximately 50 people. The Borrower intends to borrow up to \$250,000 to make improvements to the community water system. These improvements include construction of a new pump station; installation of a new storage tank; installation of a new variable speed booster pump and control panel; demolition of the existing pump station; and well replacement or rehabilitation of existing well if funding remains.

C. The State has determined that the Borrower's request for a loan financing the cost of the Project and made in accordance with this Agreement is eligible for funding from the Drinking Water Fund in accordance with guidelines adopted pursuant to RSA 486:14.

### TERMS AND CONDITIONS OF THIS AGREEMENT

The State and the Borrower agree as follows:

1. Definitions. The following terms shall have the meanings indicated:

"Construction Contract" means the agreement between the Borrower and a contractor for construction of the Improvements.

"Contractor" means the contractor who enters into the Construction Contract.

"State" means the State of New Hampshire, Department of Environmental Services.

"DWSRF" means the State Drinking Water State Revolving Fund under RSA 486:14.

"Engineer" means the engineer or construction supervisor who enters into the Engineering Contract is an employee of the Borrower and in either case is approved by the State.

"Engineering Contract" means the agreement between the Borrower and an engineer for engineering the design of the Improvements or construction supervision services.

"Event of Default" has the meaning provided in Section 8.

"Hazardous Materials" have the meaning provided in Section 10.1(a).

"Improvements" mean the improvements to be constructed in accordance with the Plans.

"Legal Requirements" have the meaning provided in Section 10.1(b).

"Loan Proceeds" have the meaning provided in Section 2.

"Note" means the Borrower's Promissory Note of even date herewith in the principal amount of \$250,000 payable to the order of the State in the form attached hereto as Exhibit C.

"Plans" mean the plans, specifications, drawings furnished and acceptable to the State.

“Premises” mean the real property and real property interests described in Exhibit A. attached hereto.

“Security Instruments” mean the Security Agreement of near or even date herewith between the Borrower and the State, the Collateral Assignment of Contracts, Plans and Permits of near or even date herewith of the Borrower to the State, the Collateral Assignment of Assessments of even date herewith of the Borrower to the State and any other instruments now or hereafter securing the Note.

“Total Budget” means the budget for all costs of constructing and equipping the Improvements set forth in Exhibit B.

2. State’s Agreement to Disburse Proceeds. Provided the terms, covenants and agreements hereof shall be observed and performed, the State agrees to make disbursements to the Borrower of, and the Borrower agrees to borrow from the State, an amount not to exceed the total principal amount of the Note (such disbursements made, from time to time hereafter, being hereinafter referred to as the “Loan Proceeds”).

3. Representations

3.1 Representations of Borrower. The Borrower represents and warrants as follows:

(a) Recitals. The Recitals set forth at the beginning of this Agreement are true and correct;

(b) Plans. The Borrower will file the Plans with all governmental authorities having jurisdiction with respect to the Improvements;

(c) Approvals. The Borrower will obtain all necessary approvals of the Plans and all necessary permits for the construction of the Improvements from all governmental authorities having jurisdiction over the Improvements;

(d) No Violation. Construction of the Improvements will not violate any zoning, environmental, subdivision or land use ordinance, regulation or law;

(e) Water Distribution Rights. The Borrower holds all property rights and other interests or licenses necessary for the ownership and operation of its water distribution system;

(f) No Litigation. To the best of Borrower’s knowledge, no litigation or proceedings are pending or threatened against the Borrower or the Premises;

(g) Financial Statements. The balance sheets and financial statements of Borrower, which were submitted in connection with Borrower’s request for the loan contemplated herein,

were prepared on a basis consistent with that of preceding periods and are complete and correct and fairly present the financial condition of the Borrower as of the applicable dates. The Borrower has no contingent obligations, liabilities for taxes or unusual forward or long-term commitments except as in the foregoing financial statements specifically mentioned. Since the date of such financial statements, there has been no material adverse change in the financial condition of the Borrower;

(h) Due Organization and Authority. The Borrower is an unincorporated condominium association duly organized under the laws of the State of New Hampshire. The Borrower has the power and authority to own its properties and to carry on business as now being conducted and is qualified to do business in every jurisdiction where such qualification is necessary and has the power to execute and deliver, and perform its obligations under this Agreement, the Note and the Security Instruments;

(i) No Conflict; No Required Approvals. The execution and delivery and performance by the Borrower of its obligations under this Agreement, the Note and each of the Security Instruments have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which the Borrower is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower pursuant to, any such indenture, agreement or instrument. The Borrower is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement, the Note or the Security Instruments except certain approvals of the Drinking Water and Groundwater Bureau of the New Hampshire Department of Environmental Services and certain local permits with respect to the construction of the Improvements;

(j) Bankruptcy. Any borrowings made by the Borrower under this Agreement do not and will not render the Borrower insolvent; the Borrower is contemplating the filing of a petition by it under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its property, and the Borrower has no knowledge of any person contemplating the filing of any such petition against it, including the properties and assets reflected in its financial statements referred to herein;

(k) No Material Misstatement. No statement of fact made by or on behalf of the Borrower in this Agreement or in any certificate or schedule furnished to the State pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact presently known to the Borrower that has not been disclosed to the State that materially affects adversely, nor as far as the Borrower can foresee, will materially affect adversely the

property, business, operations or conditions (financial or otherwise) of the Borrower;

(l) Taxes. The Borrower has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments;

(m) Enforceability. This Agreement, the Note and each of the Security Instruments, upon execution and delivery, will be the valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, and will not violate any other agreements or instruments to which the Borrower is a party or by which the Borrower is bound;

(n) No Broker. The making of the loan contemplated hereunder or the State's acquisition of the Note or any of the Security Instruments will not subject the State to any claim for a brokerage commission; and

(o) Total Budget. Exhibit C attached hereto contains and will contain a complete and full enumeration of all costs (hard, soft and acquisition) that Borrower anticipates will be incurred in connection with the construction, the development and equipping of the Improvements and in connection with the starting up of the operation of the Improvements.

3.2 Survival of Representations. Each of the foregoing representations and warranties shall survive the making of the loan hereunder, and the Borrower shall indemnify and hold harmless the State from and against any loss, damage or liability attributable to the breach thereof, including all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the State.

4. Conditions Precedent. The State's obligation to advance any of the Loan Proceeds shall be subject to the satisfaction of the following conditions precedent:

(a) Insurance. The Borrower shall deliver an updated insurance certificate evidencing casualty and/ or builders risk insurance for the Premises with the State listed as loss payee;

(b) Loan Documents. The Borrower shall have executed and delivered to the State the Note and each of the Security Instruments other than the Mortgage, each of which shall be in form and substance satisfactory to State;

(c) Construction Contract. The Borrower shall prepare a public bid offer for the Construction Contract, which shall be reviewed and approved by the State. The Borrower shall receive authorization to award contract from the State and enter into the Construction Contract with the Contractor in accordance with the requirements of such contract, and the Borrower shall have assigned its rights thereunder to State by an assignment in form and substance satisfactory to State;

(d) Engineering Contract. Unless the Engineer is an employee of the Borrower, the Borrower shall prepare a request for qualifications for the Engineering Contract; the Borrower shall have entered into the Engineering Contract in accordance with the requirements of such request, and the Borrower shall have assigned its rights thereunder to the State by an assignment in form and substance satisfactory to State;

(e) Assurances. The State shall receive written assurances from the Engineer and the Contractor that the State shall have the same rights as the Borrower to the continued use of the Plans, and all services related thereto for the construction of the Improvements;

(f) Plans. The Borrower shall have delivered a complete copy of the Plans to the State which Plans shall be satisfactory to the State in all respects;

(g) Environmental Review. The State has received an environmental report and has been completed with respect to the Premises satisfactory to the State;

(h) Additional Instruments. The State shall have received such additional instruments, certificates, opinions, surveys and other documents as the State may reasonably request;

(i) No Event of Default. No Event of Default (as defined herein) nor any event which with the giving of notice or passage of time, or both, would constitute an Event of Default shall have occurred;

(j) Mechanic's Lien Waivers. The Borrower shall provide the State with mechanic's lien waivers executed by the Contractor and all subcontractors relative to all work performed on Improvements before or as of the date hereof, together with the Borrower's written certification that it has complied with this Section 4(j); and

(k) UCC Search. The State shall have received a satisfactory report concerning liens and security interests affecting property of the Borrower.

5. Covenants of the Borrower. Until payment in full of all sums required to be paid by the Borrower under the Note and pursuant to the provisions of this Agreement or any Security Instrument, the Borrower shall:

(a) Construction. Enter into the Construction Contract, which shall be binding upon the Borrower and the Contractor and cause the Improvements and any utility facilities necessary for the operation of the Borrower's business or the occupancy of the Premises and the Improvements and not currently available to the Premises to be constructed, equipped and completed, with all reasonable dispatch, but in any event within fifteen (15) months from the date hereof, in accordance with the Plans and all laws, rules, regulations and requirements of

governmental authorities having jurisdiction with respect to the Improvements;

(b) Changes. Make no significant changes in or amendments to the Plans without first obtaining the written approval of the State and any governmental agency whose approval is required. Minor changes on project work that are consistent with the objectives of the project and within the scope of this agreement do not require the prior approval of the State;

(c) Inspection. Permit the State and its representatives to enter upon the Premises and inspect the Improvements and the Premises at all reasonable times and examine all detailed plans, drawings and specifications and any books and records relating to the Premises and the Improvements;

(d) Inadequate Loan Proceeds. If for any reason the amount of undistributed Loan Proceeds shall at any time be or become insufficient to pay for the completion of the Improvements, including: (i) all items set forth in the Total Budget, (ii) all incurred cost overruns and incurred costs for items not included in the Total Budget and (iii) all cost overruns and costs not included in the Total Budget that the State deems likely to be incurred, (regardless of how such condition may be caused) then prior to any further disbursement of Loan Proceeds, either (A) expend from funds other than Loan Proceeds an amount equal to such deficiency for amounts shown on the Total Budget, or (B) provide State with an unconditional and irrevocable letter of credit in an amount equal to such deficiency from a bank and in form and substance satisfactory to State;

(e) Sign. Borrower shall erect a sign in accordance with the state specifications on the Premises at such location as the State in its reasonable discretion may determine, indicating that the Improvements are being financed by the State;

(f) Insurance. Maintain or cause to be maintained liability, casualty and/or builder's risk insurance (the latter to the extent commercially available and applicable) on the Improvements, any material or equipment stored on the Premises, and worker's compensation insurance with such companies, in such amounts and covering such risks as shall be satisfactory to the State and furnish such insurance policies to the State (premiums prepaid or, after failure of the Borrower to prepay the premiums or to procure such insurance policies, the State may procure any such insurance policies it deems satisfactory at the expense of the Borrower), insuring the interests of the Borrower and the State, as their respective interests may appear and, upon request, certificates evidencing such insurance coverage shall be promptly delivered to the State;

(g) Casualty. If the Improvements shall be damaged or destroyed by fire or any other casualty, proceed with the restoration thereof and diligently prosecute the work of restoration to completion, provided that the Loan Proceeds shall not be advanced to pay any part of the cost of such restoration;

(h) No Purchase Money Security Agreements, Etc. Neither purchase nor install materials, equipment, fixtures, furnishings, or any other part of the Improvements under purchase money security agreements, conditional sales contracts or lease agreements, or other arrangements wherein title to or a security interest in such property is retained or the right is reserved or accrues to anyone to remove or repossess any such property that is a part of the Improvements;

(i) Expenses. Pay the State's reasonable expenses (including attorneys' fees) that State incurs in the approval, making and administration of this loan if requested and itemized by the State, and in the enforcement of this Agreement, the Note and related documents;

(j) Cooperation. Cooperate fully with the State with respect to any proceedings before any court, board or governmental agency that may in any way affect the rights of the State hereunder or any rights obtained by the State under any of the Security Instruments and, in connection therewith, permit the State, at its election, to participate in any such proceedings;

(k) Preserve Licenses. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all laws and regulations applicable to it;

(l) Taxes. Pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges or levies imposed upon it or upon its respective income and profits or upon any of its property, real, personal or mixed, or upon any part thereof, before the same shall become in default; provided that the Borrower shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings and it shall have set aside on its books adequate reserves with respect to any such tax, assessment, charge, levy or claim, so contested; and provided, further, that payment with respect to any such tax, assessment, charge, levy or claim shall be made before any of its property shall be seized or sold in satisfaction thereof;

(m) Notice of Proceedings. Give prompt written notice to the State of any proceedings instituted against it by or in any federal or state court or before any commission or other regulatory body, whether federal, state or local, which, if adversely determined, would have an adverse effect upon its business, operations, properties, assets, or condition, financial or otherwise;

(n) Financial Statements. If requested by the State, furnish to the State such information regarding its operation, assets, business affairs and financial condition, as the State may reasonably request and in particular shall furnish to the State (i) within ninety (90) days of the close of each fiscal year during the term of the loan annual financial statements of the Borrower, prepared on a basis consistent with previous periods and certified by the Borrower

as fairly presenting the financial condition of the Borrower and otherwise in form and content reasonably acceptable to the State and (ii) as soon as practical after filing with the Internal Revenue Service a copy of the executed federal income tax returns of each of the Borrower with all schedules thereto. The Borrower shall use accounting, audit, and fiscal procedures as required by Env-Dw 1106.12;

(o) No Other Indebtedness. Not incur, create, assume, become or be liable in any manner with respect to, or permit to exist, any indebtedness or liability, except:

(i) indebtedness to the State;

(ii) indebtedness with respect to trade obligations and other normal accruals in the ordinary course of business;

(iii) other debt to which the State consents (such consent not to be unreasonably withheld.

(p) [Intentionally left blank;]

(q) Construction Loan Notice. Within five (5) business days after the later of (i) execution of this Agreement or (ii) the recording of the Mortgage, post a notice provided by the State in a conspicuous place on the Premises and provide the State with written certification that the Borrower has complied with this paragraph; and

(r) Two Party Check Requirements. If any contract between the Borrower or its agent and any person furnishing services, material, supplies or other things shall provide that the disbursement of construction funds to pay such persons shall be by two-party check, the Borrower shall provide, or cause its agent to provide, the State with a copy of such contract.

(s). DUNS Number. Shall obtain a Data Universal Numbering System (DUNS) number by visiting <http://fedgov.dnb.com/webform/>.

(t) Access to Records. Permit the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire to have access to and the right to:

(i) Examine any of the Borrower's, the contractor's or any subcontractor's records that pertain to and involve transactions relating to this Agreement, the Construction Contract, the Engineering Contract or a subcontract thereunder; and

(ii) Interview any officer or employee regarding such transactions.

The Borrower shall insert subparagraphs (i). and (ii). in the Construction Contract and require the Contractor to insert subparagraphs (i). and (ii). in all subcontracts thereunder.

(u) Prevailing Wage Requirement. Davis-Bacon (DB) prevailing wage requirements apply to the construction of the Improvements in accordance with the federal fiscal year (FY) 2014 Consolidated and Further Continuing Appropriations Act (P.L. 113-76). The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for Project construction the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a). The Borrower shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations must be approved by the state prior to being incorporated into solicitations and any subsequent contracts. The prime contractor shall insert in any subcontracts the applicable wage decision(s) and the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(v) American Iron and Steel. The Borrower agrees to comply with Section 436 of the Consolidated Appropriations Act, 2014 (P.L. 113-76), which requires that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the State has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project. The Borrower further agrees to maintain records documenting compliance with the American Iron and Steel Requirement, and to provide records and certifications to the State upon request.

(w) Debarment. Shall not knowingly award a construction contract to a contractor which has been debarred or suspended by the federal government. The Borrower or its agent shall compare the names of contractors who have bid on the project against the searchable list in the federal "Excluded Parties List System" (EPLS) database, which can be found at <http://www.sam.gov> ; and

(x) Utilization of Disadvantaged Enterprises. Pursuant to 40 CFR, Section 33.301, make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

(y) Single Audit Act. The Borrower acknowledges that by accepting the Loan it will be a sub-recipient of federal financial assistance and, as such, subject to requirements of the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Borrower further acknowledges that, if the Borrower expends more than \$750,000 in federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of Office of Management and Budget Circular A-133. In that event, the Borrower shall provide the State with a copy of the SAA audit report within nine months of the end of the audit period.

(z) Asset Management. The Borrower is required to develop an asset maintenance and renewal plan for the asset(s) being funded under the loan or incorporate the funded asset(s) into an existing asset management plan. At a minimum the plan must include a commitment to asset management, a financing and implementation strategy and an inventory of the funded asset(s).

- (aa) Super Cross Cutters. The Borrower agrees to comply with the following:
- (i) Title VI of the Civil Rights Act
  - (ii) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
  - (iii) Section 504 of the Rehabilitation Act of 1973
  - (iv) The Age Discrimination Act of 1975
  - (v) Equal Employment Opportunity requirements (Executive Order 11246)

6. Loan Disbursements.

6.1 Written Applications. Upon compliance with, and subject to, the provisions of this Agreement, and provided there shall exist no Event of Default and no condition or event which with the giving of notice or lapse of time would constitute such an Event of Default, the State shall, upon written application by the Borrower (made not less than fourteen (14) business days prior to the date of the requested disbursement under this Section 6 and made not more often than once a month), make disbursements to the Borrower from the Loan Proceeds in the amounts hereinafter specified, but not in any event to exceed in the aggregate the amount of the Loan Proceeds.

6.2 Amount of Disbursement. Each such disbursement for costs incurred by the Borrower shall be disbursed by the State from the Loan Proceeds in such a manner as to protect the priority of State's lien as required by New Hampshire Revised Statutes Annotated 447:12-a. The amount of each disbursement shall represent the total costs incurred by Borrower and approved by State in conformance with the Total Budget as of any such date of the disbursement application, in excess of funds required to be provided and expended by Borrower under the terms hereof as of the date of said advance application, less any amounts previously advanced by State from the Loan Proceeds.

6.3 Application Documents. Each application for disbursement of the Loan Proceeds, must be accompanied by the following unless waived by the State in writing:

- (a) Invoices from engineer or consultant for services in accordance with the Engineering Contract, if any; or
- (b) A completed disbursement request form signed by an authorized representative of Borrower with the contractor's payment estimate and invoices, in form approved by State and with such backup information as State may reasonably request;
- (c) A certificate of the Engineer selected by or satisfactory to State, that all work performed at the site of construction as of the date the disbursement is requested has been performed in good and workmanlike manner, that all materials and fixtures usually furnished and installed at that time have been furnished and installed, all in accordance with the Plans, and that sufficient Loan Proceeds remain undisbursed to complete the Improvements in accordance with the Plans and the Total Budget;
- (d) [Intentionally left blank;]
- (e) A written certificate of the Borrower and the Contractor that each of them has received no affidavits or other notices in connection with the obtaining of a mechanic's lien by any contractor, subcontractor, materialman or laborer;
- (f) The Borrower's written certification that at least forty-eight (48) hours before the requested release of the advance the Borrower has posted a notice in a conspicuous place on the Premises of the anticipated funding date for the advance, together with a copy of such notice; and
- (g) Any other documents that the State shall reasonably request the Borrower to provide to protect the priority of the lien the Security Instruments, including without limitation, lien waivers of the Contractor or subcontractors.

6.4 Lien Releases or Waivers. In connection with any disbursement of Loan Proceeds, the State may require lien releases or affidavits from, or the submission of other appropriate forms by, the Borrower, the Contractor, subcontractors or materialmen as may be required by the State or the Title Insurance Company.

6.5 Quality of Work. No disbursement shall be made unless all work usually done at the stage of construction when the disbursement is requested is done in a good and workmanlike manner and without defects, and all materials and fixtures usually furnished and installed at that time are furnished and installed, but the State may disburse all or part of any installments before the same shall become due if the State believes it advisable so to do, and all

such disbursements or payments shall be deemed to have been made pursuant to this Agreement.

6.6 No Acceptance. The making of any disbursement or any part of a disbursement shall not be deemed an approval or acceptance by the State of the work theretofore done or of materials theretofore furnished.

6.7 Two Party Checks. Disbursements may be made, at the election of the State, by checks payable to the Borrower and the Contractor jointly, and delivered, at the State's election, either to the Borrower or the Contractor or any subcontractor or vendor; provided, however, that disbursement shall be by check payable to the Borrower and any Contractor or subcontractor for which the Borrower or its agent has supplied the State with a copy of a contract as provided in Section 5(r).

6.8 Limited Duty. The Borrower agrees that the State shall assume no duty with respect to disbursement of the Loan Proceeds except to disburse upon the conditions as set forth in this Agreement and that any sums disbursed by the State in good faith and in reliance upon this Agreement, or the Security Instruments, shall be secured by the lien of the Security Instruments.

6.9 Deemed Disbursements. Any sum which, in accordance with any provision of this Agreement shall be payable by the Borrower to the State shall, at the election of the State, be deemed a disbursement by the State to the Borrower pursuant to the provisions of this Agreement, and shall be charged against the Loan Proceeds and secured by the Security Instruments.

7. Completion of Improvements. Upon completion in full of the Improvements, the Borrower shall promptly deliver to the State:

(a) Engineer's Certificate. A written certificate of the inspecting engineer or construction supervisor that the construction of the Improvements has been fully completed in a good and workmanlike manner in accordance with the Plans;

(b) Project Costs. A certificate by the Borrower, in form and substance satisfactory to State, listing all categories of project costs and expenses in connection with the construction and completion of the Improvements and the amount paid by the Borrower with respect to each; and

(c) Permits. A copy of the applicable certificates, licenses, consents and approvals issued by governmental authorities with respect to the Improvements.

8. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) [intentionally omitted]

(b) Assignment. The Borrower attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, or if the Improvements or the Premises are conveyed or encumbered in any way without the written consent of the State;

(c) Encroachment or Violation. Any survey, report or examination discloses that the Improvements or any portion thereof encroach upon or project over or in a street (except as contemplated by the Plans) or upon or over adjoining property or violate any setback or other restriction, however created, or any zoning regulations or any building restriction of any governmental authority having jurisdiction with respect to the Improvements;

(d) Casualty. The Improvements or the improvements on the Premises are materially damaged or destroyed by fire or other casualty or cause and the insurance proceeds therefrom (subject to the terms of the Mortgage) are inadequate to rebuild or restore the Improvements or the improvements on the Premises to their condition immediately prior to such casualty;

(e) Failure to Construct. The Borrower or the Contractor does not construct the Improvements in accordance with the Plans;

(f) Misrepresentation. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or any advances made hereunder, by or in behalf of the Borrower, shall prove to be false or misleading in any material respect;

(g) Mechanics' Liens. Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Premises and/or the Improvements and shall not be discharged within thirty (30) days of such filing or a greater time if such liens are being contested in good faith by appropriate proceedings with a stay of execution having been served or such greater period of time as shall be permitted by the terms of the Mortgage or other Security Instrument;

(h) Other Defaults. The Borrower shall default in the due observance or performance of any covenant, condition or agreement to be observed or performed by the Borrower under this Agreement not otherwise specifically referred to in this Section 8, provided in the case of a default the Borrower's obligations under Section 5(h) or 5(i) that such default shall continue for more than thirty (30) days after written notice of such default;

(i) Other Loan Documents. Any event of default as defined in the Note or any Security Instrument, or any event which, with the giving of notice or passage of time, or both, would become an event of default under such instruments shall occur;

(j) Cessation of Work. Any substantial cessation occurs at any time in construction of the Improvements except for strikes, riots, or other causes beyond the Borrower's control, or if any substantial change is made in the schedule for the construction of the Improvements from that provided in the Plans or this Agreement without the approval of the State;

(k) Voluntary Bankruptcy. The Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

(l) Involuntary Bankruptcy. A petition, order, judgment or decree shall be entered, without the application, approval or consent of the Borrower, as the case may be, by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of the Borrower or the Guarantor, as the case may be, of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days;

(m) Dissolution, Etc. The death, dissolution, termination of existence, merger or consolidation (as applicable) of the Borrower, or a sale of assets of the Borrower out of the ordinary course of business without the prior written consent of the State;

(n) Other Obligations to State. Default by the Borrower in the payment or performance of any other obligations of the Borrower owed to the State, whether created prior to, concurrent with, or subsequent to the obligations arising out of this Agreement, provided such default continues after any applicable notice and expiration of any applicable grace period;

(o) Other Obligations. Default by the Borrower in any other obligation for borrowed money in excess of Twenty-Five Thousand Dollars (\$25,000.00);

(p) Judgment. Final judgment for the payment of money of more than Twenty-Five Thousand Dollars (\$25,000.00) in excess of any insurance proceeds shall be rendered against the Borrower and shall remain undischarged for a period of thirty (30) days during which execution shall not be effectively stayed ; and

(q) Insecure. The State shall deem itself insecure within the meaning of New Hampshire RSA 382-A: 1-208.

9. State's Rights and Remedies Upon Default.

9.1 General State Rights. Upon the occurrence of any Event of Default, all obligations on the part of the State to make disbursements under this Agreement shall, if the State so elects, cease, and, at the option of the State (but subject to the terms and conditions set forth in the Note and any applicable Security Instrument), the Note shall become immediately due and payable, and the State shall thereupon be authorized and empowered to exercise any rights of foreclosure or as otherwise provided for the realization of any security for the Note covered by any of the Security Instruments; but the State may make any disbursements or portions of disbursements, after the occurrence of any such Event of Default, without thereby waiving its right to demand payment of the Borrower's indebtedness evidenced by the Note and secured by the Security Instruments and without becoming liable to make any other or further advances as hereinabove contemplated by this Agreement.

9.2 Possession. In addition to the remedies hereinabove provided by Section 9.1, upon the occurrence of any Event of Default, the State shall be authorized and empowered, at its election, (i) to enter upon the Premises and construct, equip and/or complete the Improvements in accordance with the Plans, with such changes therein as the State may from time to time, in its sole discretion, deem appropriate, and to appoint watchmen to protect the Improvements, all at the risk, cost and expense of the Borrower, (ii) to discontinue, at any time, any work with respect to the Improvements commenced by it or change any course of action undertaken by it in connection therewith, and shall not be bound by any limitations or requirements of time, whether set forth herein or otherwise, and/or (iii) to assume the Construction Contract or related agreement made by the Borrower in any way pertaining to the Improvements and to take over and use all or any part or parts of the labor, materials, supplies and equipment contracted for by the Borrower, whether or not previously incorporated into the Improvements, all in the sole discretion of the State.

9.3 Completion of Improvements. In connection with any construction, equipping and/or completion of the Improvements undertaken by the State pursuant to the provisions of Section 9.2 (but without intending hereby to limit the powers and discretions conferred therein), the State may engage builders, contractors, architects and engineers and others for the purposes of furnishing labor, materials and equipment for the Improvements; pay, settle or compromise all bills or claims which may become liens against the Improvements and the Premises or which have been or shall be incurred in any manner in connection with such construction, equipping and/or completion; and take such action or refrain from acting hereunder as the State may, in its sole discretion, from time to time determine.

9.4 Costs. The Borrower shall be liable to the State for all costs paid or incurred for the construction, completion and/or equipping of the Improvements, whether the same shall be paid or incurred pursuant to the provisions of Sections 9.2 or 9.3 or otherwise, and all payments made or liabilities incurred by the State hereunder of any kind whatsoever shall be paid by the Borrower to the State on demand, with interest at the rate specified in the Note to

the date of payment.

9.5 Cumulative Rights. Upon the occurrence of any Event of Default, the rights, powers, privileges and other remedies available to the State under this Agreement or at law or in equity may be exercised by the State at any time and from time to time, whether or not the indebtedness evidenced and secured by the Note and the Security Instruments shall be due and payable, and whether or not the State shall have instituted any foreclosure proceedings or other action for the enforcement of its rights under the Note or any of the Security Instruments.

9.6 Right of Set-Off. Any deposits or other sums at any time credited by or due from the State to the Borrower and any securities or other property of the Borrower at any time in possession of the State may at all times be held or treated as collateral security for the payment of the loan any and all liabilities of the Borrower to the State. Upon an Event of Default the State may apply or set-off such deposits or other sums or property against such liabilities.

9.7 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted by this Agreement, effective upon an Event of Default, the Borrower hereby irrevocably constitutes and appoints the State its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any instruments and do and perform any acts that are referred to herein in the name and behalf of the Borrower other than amend this Agreement, the Note or the Security Instruments. The power vested in said attorney-in-fact is, and shall be deemed to be, coupled with an interest and cannot be revoked.

10. Hazardous Materials Indemnification.

10.1 Definitions.

(a) The term "Hazardous Materials" shall mean and include asbestos, polychlorinated biphenyls ("PCB's"), other carcinogens, oil and other petroleum products, and any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such under RSA Chapters 146-A, 146-C, 147-A and 147-B, CERCLA, or any other applicable federal, state or local laws, rules, codes or regulations or any judicial or administrative interpretation thereof; and

(b) The term "Legal Requirements" shall mean all federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

10.2 Indemnification. At all times, both before and after any conveyance or

foreclosure of the Premises, the Borrower shall at its sole cost and expense indemnify, exonerate, protect and save the State harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgment, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever, including without implied limitation, attorneys' and experts' fees and disbursements, which may at any time be imposed upon, incurred by or asserted or awarded against the State and arising from or out of:

(a) Any Hazardous Materials on, in, under or affecting all or any portion of the Premises or any areas surrounding the same before the Borrower is divested of title to the Property by conveyance or foreclosure or divested of possession of the Premises following an Event of Default;

(b) The violation by the Borrower of any Legal Requirements with respect to the Premises or other real property; or

(c) The enforcement of this Section 10 of the Agreement or the assertion by the Borrower of any defense to its obligations hereunder, whether any of such matters arise before or after foreclosure of the Mortgage or other taking of title to or possession of all or any portion of the Premises by the State, and specifically including therein, without limitation, the following to the extent they are a result of the matters described in clauses (a) or (b) above:

- (i) costs of removal of any and all Hazardous Materials from all or any portion of the Premises or any areas surrounding the same;
- (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under, or affecting, the Premises, or into the air, any body of water or wetland, any other public domain, or any areas surrounding the Premises;
- (iii) costs incurred to avoid the imposition of, or to discharge, any lien on the Premises arising from any failure to comply with Legal Requirements;
- (iv) costs incurred to comply with all Legal Requirements relating to the Premises or any other collateral for the Loan, including without limitation, fines, penalties or other charges imposed by any lawful authority; and
- (v) costs and expenses incurred in ascertaining the existence or extent of any asserted violation of any Legal Requirements relating to the Premises and any remedial action taken on account thereof including, without limitation, the costs, fees and expenses of engineers, geologists, chemists, other scientists, attorneys, surveyors and other professionals,

and testing and analyses performed in connection therewith. The foregoing shall not apply to precautionary testing which is not in response to a specific identified potential release at the Premises.

11. Assignments. The State may assign, negotiate or pledge all or any portion of its rights under this Agreement or any of its rights or security with respect to the Note and the Security Instruments, and, in case of such assignment, the Borrower shall accord full recognition thereto. The Borrower hereby consents to the State's delivery of any and all financial or other information concerning the Borrower to any assignee or participating lender. The Borrower shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of the State.

12. [intentionally omitted]

13. General Provisions.

13.1 Captions. The captions in this instrument are for convenience and reference only and do not define, limit or describe the scope of the provisions hereof.

13.2 Number and Gender. Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

13.3 Binding Effect. The terms, covenants, agreements and conditions contained herein shall extend to, include, and inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Guarantor, as the case may be, and the successors and assigns of the State.

13.4 Notices. Any notice, demand, request or other communication given hereunder or in connection herewith shall be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive the same at its address set forth herein or at such other address as such party may hereafter designate by notice given in like fashion. Any such notice, demand, request or other communication shall be deemed given when mailed as aforesaid.

13.5 Governing Law. This Agreement has been made in the State of New Hampshire, and the provisions thereof shall be governed by and construed in accordance with the law of the State of New Hampshire (excluding the laws applicable to conflicts or choice of laws).

13.6 Entire Agreement. This Agreement, together with any and all schedules and exhibits hereto and the Note and the Security Instruments, contains the full, final and exclusive statement of the agreement of the parties with respect to the subject matter hereof and

supersedes all prior understandings, representations or agreements, whether written or oral, with respect to such subject matter.

13.7 Amendment and Waiver. No amendment, modification, termination or waiver of any provision of this Agreement or the Note shall be effective unless it is in a writing executed by the State and in the case of an amendment, modification or termination by the Borrower.

13.8 Consent to Jurisdiction. The Borrower hereby consents to the jurisdiction of all state and local courts of the State of New Hampshire and the United States District Court of the District of New Hampshire in connection with any suit to enforce any right of the State under the Note, this Agreement or any Security Instrument.

13.9 Joint and Several. If the Borrower consists of more than one person or entity, such persons and entities shall have joint and several liability hereunder.

13.10 Severability. If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Agreement.

13.11 References. All references herein to the Note, the Mortgage and the other Security Instruments shall be construed to refer to such instruments as they may be amended from time to time.

13.12 Sovereign Immunity. Nothing contained in this Agreement, the Note or the Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

IN WITNESS WHEREOF, the State and the Borrower have each duly caused this Agreement to be executed, by their respective officers, thereunto duly authorized, as of the day and year indicated above.

**THE STATE OF NEW HAMPSHIRE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services

**WATERVILLE ACRES CONDOMINIUM ASSOCIATES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stephen E. Decareau  
President

## LIST OF EXHIBITS

EXHIBIT A THE PREMISES

EXHIBIT B THE TOTAL BUDGET

EXHIBIT C PROMISSORY NOTE

EXHIBIT C

PROMISSORY NOTE

\$250,000

Concord, New Hampshire

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FOR VALUE RECEIVED Waterville Acres Condominium Associates, a New Hampshire condominium association with a principal place of business at 47 Waterville Acres Road, #71, Thornton, New Hampshire 03285 ("Borrower"), promises to pay to State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095, or its order ("State"), the sum of Two Hundred Fifty Thousand Dollars (\$250,000) or such lesser amount as shall be disbursed to Borrower by State pursuant to a Loan Agreement of near or even date by and between Borrower and State (the "Loan Agreement"), in lawful money of the United States, together with interest thereon at the annual rate of one percent (1%) until the earlier of (i) the date of substantial completion of the Improvements (as defined in the Loan Agreement) as determined by State or (ii) December 1, 2021 (such earlier date being the "Interest Rate Change Date") and commencing on the Interest Rate Change Date at the lower of (A) the annual rate of 1.296% or (B) eighty percent (80%) of the established market rate as determined in Env-Dw 1106.03 and 1106.04 (the interest rate at any given time, the "Applicable Interest Rate"). Capitalized terms used but not defined herein have the meaning given to them in the Loan Agreement.

1. Payments. The interest and principal of this Note shall be paid as follows:

(a) Commencing on the first day of the sixth month after the Interest Rate Change Date, interest only shall be paid in six (6) consecutive monthly installments on the first day of each month.

(b) Commencing with the first day of the twelfth month after the Interest Rate Change Date (the "Conversion Date"), the principal and interest of the Note shall be paid in Two Hundred Forty (240) consecutive equal monthly installments of principal and interest on the first day of each month with the installment amount calculated to amortize the principal balance of the Note over the 240 month period at the Applicable Interest Rate; provided, however, that Borrower shall have the option to elect prior to the first installment payment under paragraph 1(a) to have the interest accruing prior to the Interest Rate Change Date be capitalized and added to the principal amount of the Note rather than paid in the first installment of interest to be paid pursuant to paragraph 1(a) so long as the sum of the principal balance of the Note plus interest accruing prior to the Interest Rate Change Date (such sum being the "Capitalized Amortization Amount") shall not exceed \$250,000, and if the sum of unpaid principal plus interest accruing prior to the Interest Rate Change Date exceeds \$250,000, such excess amount of interest shall be due and payable with the first payment of interest pursuant to paragraph 1(a) above. If Borrower elects to have such interest capitalized,

then the Capitalized Amortization Amount shall be paid in Two Hundred Forty (240) consecutive equal monthly installments of principal on the first day of each month, commencing with the first day of the twelfth month after the Interest Rate Change Date, with interest with the installments calculated to amortize the Capitalized Amortization Amount over such 240 month Period at the Applicable Interest Rate.

2. Prepayment. Borrower shall have the right to prepay any or all sums due under this Note without penalty. Prepayments shall be applied first to accrued interest and then to principal. Partial prepayments of principal shall be applied against the outstanding principal balance; provided, however, that Borrower shall continue to make principal payments in the amounts specified above and on the dates specified above, with interest on the outstanding principal balance recomputed accordingly, until Borrower's obligations under this Note are satisfied in full.

3. Security. This Note and the Loan Agreement are secured by a Security Agreement of near or even date herewith between Borrower and State and other security instruments (collectively with such Security Agreement the "Security Instruments") described in the Loan Agreement.

4. Due Date; Late Payment. All payments of principal and interest shall be due on or before the due date specified above; provided, however, that Borrower shall not be deemed in default hereunder if payment is received by State on or before 4:00 p.m. of the seventh day following the due date. Borrower agrees to pay a late charge of five percent (5%) of the amount of any payment due under this Note that is not paid within seven (7) days of its due date.

5. Applicable Interest. Borrower expressly agrees that the Applicable Interest Rate specified in this Note shall be the applicable interest rate due (i) on amounts outstanding during the term hereof and (ii) with respect to any amount outstanding on and after the maturity date hereof. The interest payable on this Note shall be calculated on the basis of an annual rate of interest applied to twelve thirty-day months over a three hundred sixty (360) day year.

6. Default; Acceleration. Borrower shall be in default of this Note, and all principal and accrued interest thereon shall immediately become due and payable, without notice or demand, upon the occurrence of any of the following events: (a) failure to make prompt payment of any principal or interest installment due hereunder (or within such grace period as may be provided herein), (b) the failure of Borrower to observe or perform any of the other obligations to State under this Note, and the same remains unremedied for a period of thirty (30) days after the date of notice thereof to Borrower by State, (c) the occurrence of an Event of Default under the Loan Agreement, (d) a default or event of default under any Security Instrument or (e) a default in any other obligation of Borrower to State, whether now existing or hereinafter incurred.

If Borrower shall file a petition under any section of the Bankruptcy Code, shall make an assignment for the benefit of creditors, shall have a receiver appointed over its affairs who shall not be discharged within sixty (60) days from the date of appointment, or shall have filed against it a petition under a section of the Bankruptcy Code, or any debtor-creditor act, which petition shall not be dismissed within sixty (60) days of the date of filing of the same, then the balance of principal and interest remaining unpaid on this Note shall become due and payable forthwith without demand or notice.

7. Costs of Collection. If this Note is not paid in full when it becomes due, or if any payment required hereunder shall not be paid when due, or within such grace period as may be expressly provided herein, Borrower agrees to pay all costs and expenses of collection, including attorneys' fees, regardless of whether legal proceedings have been formally commenced.

8. Waiver of Presentment. Borrower hereby waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Note.

9. Non-Forfeiture of Rights. It is agreed and understood that the waiver by State of any particular default in the terms of this Note shall not constitute waiver of any further default and that acceptance of any payment after it is due shall not be deemed a waiver of the right to require prompt payment when due on all other sums and that acceptance of any payment after default shall not cure said default or operate as a waiver of any rights of State hereunder unless otherwise agreed in writing.

10. Payments, Notices. All payments due under this Note, and any notice required to be made hereunder shall be directed to State or to Borrower, as the case may be, at the addresses above specified, or such other address as State and Borrower may hereafter direct, in writing.

11. Binding on Successors, Etc. The obligation of this Note shall be binding upon the heirs, successors and assigns of Borrower herein and shall inure to the benefit of the successors or assigns of State herein or any holder hereof. Notwithstanding the preceding sentence, Borrower shall not assign this Note without the prior written consent of State.

12. Gender. Whenever the content so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

13. References. All references herein to the Loan Agreement and the Security Instruments shall be construed to refer to such instruments as they may be amended from time to time.

14. Governing Law. The Note has been made in the State of New Hampshire, and the provisions hereof shall be governed by and construed in accordance with the laws of the State of New Hampshire (excluding the laws applicable to conflicts or choice of laws).

15. Jurisdiction. Borrower hereby consents to the jurisdiction of all state and local courts of the State of New Hampshire and the United States District Court of the District of New Hampshire in connection with any suit to enforce any rights of State under this Note.

16. Sovereign Immunity. Nothing contained in this Note, the Loan Agreement, any guaranty guarantying this Note or any Security Instrument shall be deemed to constitute a waiver of the sovereign immunity of State, which immunity is hereby reserved to State.

EXECUTED as of \_\_\_\_\_, 2020.

**WATERVILLE ACRES CONDOMINIUM ASSOCIATES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stephen E. Decareau  
President

Return to: David M. Howe, Esquire  
4 Wildemere Terrace  
Concord, NH 03301

### **COLLATERAL ASSIGNMENT OF CONDOMINIUM ASSESSMENTS**

THIS ASSIGNMENT OF CONDOMINIUM ASSESSMENTS made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Waterville Acres Condominium Associates, a New Hampshire condominium association (the "Assignor"), having a mailing address of 47 Waterville Acres Road, #71, Thornton, New Hampshire 03285, to the State of New Hampshire, c/o New Hampshire Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Assignee").

#### **RECITALS**

A. Concurrently herewith, the Assignor has executed and delivered to the Assignee a certain Promissory Note in the principal amount of \$250,000 (the "Note"), to evidence a loan to finance the construction of certain water system improvements situated on and in the real property and improvements of the condominium known as Waterville Acres Condominium Associates (the "Condominium") located in Thornton, New Hampshire, more particularly described in Exhibit A annexed hereto (the "Premises"). The Condominium includes 20 residential condominium units (the "Units") and the common area appurtenant to the Units. The Assignor is the condominium association of the Condominium.

B. As additional security for the Note and the obligations of the Assignor thereunder and related documents, the Assignor has executed and delivered to the Assignee this Collateral Assignment of Condominium Assessments.

NOW, THEREFORE, in consideration of Assignee making the loan evidenced by the Note, the Assignor agrees as follows:

1. The Assignor does hereby transfer, assign, deliver and grant a security interest to the Assignee in all of the right, title and interest of the Assignor in and to, all sums now or hereafter assessed by the Assignor against the Units of the Condominium for common area expenses (the "Assessments") and the statutory liens against the Units provided by RSA 356-B:46 securing such assessments, all payments of such assessments due or payable and to become due and payable by virtue of such assessments and proceeds of any of the foregoing (collectively, the "Collateral").

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for the purpose of securing (1) payment of the Note together with the interest thereon; (2) payment of all other sums, with interest thereon, to become due and payable to the Assignee hereunder, or under instrument securing the Note; and (3) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, or in the Note, the Loan Agreement of near or even date between the Assignor and the Assignee (the "Loan Agreement"), or any Security Instrument (as defined in the Loan Agreement) (said obligations are hereinafter collectively referred to as the "Obligations").

2. Assignor's License to Operate if No Default. So long as no Event of Default (as defined under the Obligations) or other default in the performance of the Obligations shall exist (hereinafter referred to as an "Event of Default"), the Assignor shall have a license to manage and operate the Premises and to collect, receive and apply for its own account all Assessments, and to execute and deliver proper receipts and acquittances therefor, provided, however, that without the written consent of the Assignee the Assignor shall not collect any installment of Assessments in advance of the respective dates assessed.

3. Assignee's Rights in Event of Default.

3.1 Immediately upon the occurrence of any Event of Default, in addition to any other remedies of the Assignee, upon notice from Assignee to each owner of a Unit, all Assessments thereafter payable to Assignor shall be paid to Assignee.

3.2 The Assignor does hereby constitute and appoint the Assignee, irrevocably, with full power of substitution and revocation, effective upon an Event of Default, its true and lawful attorney, for it and in its name, place and stead, to do and perform any or all of the actions that Assignor is entitled to perform in connection with making, collection and enforcement of the Assessments, as fully, to all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof. Any action, or failure or refusal to act, by the Assignee under this Section 3.2 shall be at its election and without any liability on its part.

3.3 The Assignee shall, to the full extent permitted by law, apply the net amount realized from the Collateral received by it from the owners of the Units, in the following order of priority: (i) to payment of all proper costs and charges (including any liability, loss, expense or damage hereinafter referred to in Section 5.1 hereof), (ii) to the payment of all accrued but unpaid interest due under the Note, (iii) to the payment of principal under the Note to be applied to principal installments in the inverse order of maturity, (iv) to the payment of any other amounts owed to Assignee and secured by the Security Instruments, and (v) to the payment of Condominium expenses, (vi) to the Assignor or such persons legally entitled thereto. In its discretion, the Assignee may apply a portion of any Assessment to the Obligations and release the remainder to the Assignor for payment of designated of all Condominium expenses without waiving the Event of Default, its security interest in Assessments or its remedies.

3.4 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all amounts secured hereby are paid in full.

4. Covenants of Assignor. The Assignor, for itself and for its successors and assigns, agrees and warrants as follows:

(a) that the Assignor has not sold, assigned, transferred, mortgaged or pledged any of the Collateral or any part thereof, whether now or hereafter to become due, to any person, firm or corporation other than the Assignee;

(b) that no Assessments, or any part thereof, becoming due subsequent to the date hereof have been collected nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

(c) that it will not assign, pledge or otherwise encumber the Collateral unless the prior written consent of the Assignee shall have been obtained thereto;

(d) that it will not, without in each case having obtained the prior written consent of the Assignee, amend or modify, directly or indirectly in any respect whatsoever, cancel, compromise, terminate, or any Assessments or the liens therefor;

(e) that it will not waive or give any consent with respect to any default or variation in the payment of an Assessment by a unit owner, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

(f) that it will, upon written request by the Assignee, serve such written notices upon any Unit owner concerning this assignment, and make, execute and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or

documents as the Assignee may reasonably request at any time for the purpose of securing its rights hereunder;

(g) that it will furnish to the Assignee, on demand, true copies of all Assessments hereafter executed;

(h) that, it will provide Assignee with a statement of aging Assessments, dated as of the end of each fiscal quarter and certified as correct by the chief financial officer of Assignor, stating with respect to each unit the name of the owner thereof, the Assessment paid by such owner, the date to which such Assessment is paid, and listing all overdue Assessments by date and amount of such owner; and

(i) that it will not enter into any agreement with any management agent or firm with respect to the Premises unless such agent or firm first agrees with Assignee to recognize Assignee's rights under this Collateral Assignment of Condominium Assessments and further agrees to transfer all Assessment payments or proceeds received by such agent or firm directly to Assignee upon Assignee's demand therefor.

#### 5. Indemnification.

5.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless against and from (a) any and all liability, loss, damage and expense, including reasonable attorneys fees, which it may or shall incur or which may be asserted under or in connection with any of the Assessments, or by reason of any of the Obligations, or by reason of any action taken or expenses incurred or paid by the Assignee under this Collateral Assignment of Condominium Assessments or under any of the Obligations (including without limitation any action which the Assignee in its discretion may take to protect its interest in the Premises), and (b) any and all claims and demands whatsoever which may be incurred by or asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of its claims relating to any of the Assigned Leases.

5.2 Should the Assignee incur any such liability as described in Section 5.1, the amount thereof, together with interest thereon at the rate as set forth in the Note shall be payable by the Assignor to the Assignee immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

5.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the obligations of the Assignor as a condominium association, or to take any measures, legal or otherwise, to enforce collection of any of the Assessments or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of the Assessments.

5.4 Without actual entry into and taking possession of the Premises by the Assignee, this assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

6. Exercise of Remedies. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

7. Termination of this Agreement. Upon payment in full of the Obligations, the Assignee shall execute and deliver a termination or discharge of this Assignment.

8. Notice. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc. may be sent by ordinary first class mail.

9. Miscellaneous Provisions.

9.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural. References herein to the Note, the Loan Agreement and the Security Instruments shall be construed to include such instruments as they may be amended from time to time.

9.2 This assignment shall be construed and enforced in accordance with and governed by the laws of the State of New Hampshire.

9.3 No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

9.4 The terms, covenants, and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective successors and assigns.

9.5 The captions of this assignment are for convenience and reference only and neither in any way define, limit, or describe the scope or interest of this assignment nor in any way affect this assignment.

9.6 Nothing contained in this assignment, the Loan Agreement, the Note, any guaranty guarantying the Note or the other Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the Assignee, which immunity is hereby reserved to the Assignee.

*(Signature page follows)*

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by its duly authorized officer on the day and year first above written.

**WATERVILLE ACRES CONDOMINIUM ASSOCIATES**

By: \_\_\_\_\_  
Stephen E. Decareau  
President

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Stephen E. Decareau, President of Waterville Acres Condominium Associates, a New Hampshire condominium association, on behalf of the association.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
My Commission expires:

**EXHIBIT A**

The property situated in Thornton, New Hampshire that is the subject to the Condominium Declaration recorded at Grafton County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_

**COLLATERAL ASSIGNMENT OF  
CONTRACTS, PLANS AND PERMITS**

FOR VALUE RECEIVED, Waterville Acres Condominium Associates, a condominium association duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 47 Waterville Acres Road, #71, Thornton, New Hampshire 03285, ("Assignor"), hereby assigns to State of New Hampshire with a place of business at Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 ("Assignee"), all its right, title and interest in and to any contracts, written or oral (the "Contracts") relating to the design or construction of improvements on property of Assignor located in Thornton, New Hampshire as more particularly described in a certain Loan Agreement between Assignor and Assignee (the "Loan Agreement") (the "Project"), including any plans and specifications prepared in connection therewith (the "Plans") and all governmental approvals and permits (the "Permits").

In addition, the parties hereto agree as follows:

1. Security. This Assignment is made as additional security for the performance by the Assignor of all of its obligations under the Loan Agreement, Assignor's Promissory Note in the original principal amount of \$250,000 (the "Note") and certain security instruments as described in the Loan Agreement (the "Security Instruments"), each dated as of even date and delivered to or to be delivered to the Assignee.

2. Representations. Assignor represents, warrants and covenants to Assignee that:

(a) Assignor is and shall be the owner of the Collateral free and clear of any liens, security interests or encumbrances; and

(b) The execution, delivery and performance of the Assignment by Assignor does not and will not conflict with any material contract, statute, rule, judgment, decree or order to which Assignor is subject.

3. Default. Unless Assignor shall be in default under the Note or the Loan Agreement or a Security Instrument (an "Event of Default"), Assignor shall be entitled to enjoy and enforce all of its rights under the Contracts, the Plans and the Permits. If such an Event of Default shall occur and Assignee shall have given written notice to the other party to the Contracts of its intention to exercise its rights hereunder, then Assignee shall be entitled thereafter to enjoy and enforce all of the rights of the Assignor under the Contracts, the Plans and the Permits, and shall become bound to perform all future obligations of the Assignor thereunder. Unless and until such notice is given, Assignee shall not be obligated to perform any of the obligations of the Assignor under the Contracts, the Plans or the Permits.

4. UCC Rights and Remedies. Without limiting the other remedies provided herein or provided by law, upon an Event of Default Assignee shall have the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in New Hampshire, with respect to the Collateral to the full extent provided by law. Assignor agrees that Assignee may file one or more UCC-1 financing statement in the appropriate filing offices at Assignor's expense to perfect Assignee's security interest in the Collateral and that Assignor shall take any and all actions reasonably requested by Assignee to perfect Assignee's security interest in the Collateral.

5. Amendment. Assignor shall not amend, modify or execute amendments to the Contracts, the Plans or Permits or change orders which would involve substantial changes in the cost or nature of the Project, without first obtaining the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

6. Governing Law. This Agreement shall be governed by and be construed in accordance with New Hampshire law.

7. Amendment. This Agreement may be amended only by a written instrument executed by the parties.

8. Notice. Any demand, notice or request by either party to the other shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated above, or at such other address as may be stated in a notice delivered or mailed as herein provided.

9. Binding Effect. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and permitted assigns of Assignor and Assignee.

10. Conflicting Provisions; References. In the event of any conflict between the terms, covenants, conditions and restrictions contained in this Agreement, the Note, the Loan Agreement and the Security Instruments, the term, covenant and condition or restriction that imposes the greater burden or obligation upon Assignor shall control. The determination as to which term, covenant, condition or restriction is the more burdensome or imposes the greater obligation shall be made by Assignee in its sole discretion. All references herein to the Note, the Loan Agreement and the Security Instruments shall be construed to include such instruments as they may be amended from time to time. Wherever used the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders as the context requires.

11. Invalidity. In any case where any one or more of the provisions of this Agreement are held to be invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

12. Sovereign Immunity. Nothing contained in this Agreement, the Loan Agreement, the Note, any guaranty guarantying the Note or the other Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the Assignee, which immunity is hereby reserved to the Assignee.

IN WITNESS WHEREOF, Assignee and Assignor, have executed this Assignment dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In the presence of:

**STATE OF NEW HAMPSHIRE**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services

**WATERVILLE ACRES CONDOMINIUM ASSOCIATES**

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen E. Decareau  
President

## SECURITY AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between Waterville Acres Condominium Associates, a New Hampshire condominium association with a place of business at 47 Waterville Acres Road, #71, Thornton, New Hampshire 03285 (sometimes hereinafter called the "Debtor"), and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (hereinafter the "Secured Party") for themselves and their successors and assigns.

### RECITALS

A. The Debtor and the Secured Party have entered into a Loan Agreement of near or even date (the "Loan Agreement"), which Agreement sets forth certain undertakings and obligations of the Debtor to the Secured Party.

B. Pursuant to the Loan Agreement, the Secured Party has agreed to extend credit to the Debtor in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), in exchange for the Debtor's promissory note (the "Note") to the Secured Party.

C. To secure the obligations it has undertaken under the Loan Agreement and the Note and certain security instruments described in the Loan Agreement and to secure the payment of said sum to the Secured Party and to secure any other obligations of the Debtor to the Secured Party of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, due or to become due, or now existing or hereafter arising or acquired and whether by way of loan, discount, letter of credit, lease or otherwise (collectively the "Obligations"), the Debtor desires to create in the Secured Party a security interest in accordance with the terms of the Uniform Commercial Code, N.H.R.S.A. 382-A.

NOW, THEREFORE the Debtor agrees as follows:

1. Collateral. The Debtor, for valuable consideration received from the Secured Party, hereby grants to the Secured Party to secure all the foregoing Obligations a security interest in the following property (the "Collateral"):

(a) All the Debtor's goods, machinery, equipment, including without limitation, all water storage, collection, distribution and treatment equipment, furnishings and fixtures, motor vehicles, and personal property, including but not limited to such property located on the Debtor's premises at Waterville Acres Road, Thornton, New Hampshire (the Debtor's "Business Premises") or used in connection with the Debtor's business conducted at said Business Premises, and in all inventory including, without limitation, all items held for sale or

lease or furnished or to be furnished under contracts of service, or used or consumed in the Debtor's business (all hereinafter called the "Inventory"), and in contract rights with respect thereto and proceeds thereof, all whether now owned or hereafter acquired.

(b) The Debtor, for valuable consideration received from the Secured Party, hereby also conveys to the Secured Party a security interest in all the Debtor's accounts, accounts receivable, contract rights, notes, personal property leases, mailing lists and customer lists, rents receivable, choses in action, drafts, acceptances, instruments, investment property, letter of credit rights, chattel paper, general intangibles, cash and all other forms of obligations due or to become due to the Debtor, whether now existing or hereafter arising and whether joint, several, or joint and several, and proceeds of any of the foregoing, arising from or relating to the Debtor's business.

The Secured Party, by virtue of this Agreement, in addition to any other security or collateral that it may hold, shall have a continuing security interest in said Collateral and in contract rights with respect thereto and proceeds of both, to secure payment and performance of the liabilities and obligations of the Debtor to the Secured Party hereunder.

2. Records and Audits. The Debtor will keep an accurate record of the Collateral, and all additions thereto, and removals therefrom, and of any of its accounts, accounts receivable, contract rights, leases, general intangibles, rents receivable, notes and choses in action, as they from time to time exist, and the proceeds received or receivable therefrom, and will deliver a copy of such records to the Secured Party at such regular intervals as the Secured Party reasonably may require. When requested by the Secured Party the Debtor shall, at the Debtor's own expense, cause a verification of the Collateral to be made by some independent appraiser approved by the Secured Party and an audit of the accounts receivable, contract rights and proceeds of both, to be made by some independent auditor.

3. Maintenance and Insurance. The Debtor agrees to keep the Collateral in good condition, deterioration resulting from normal use excepted, and also to keep it insured against loss from such hazards and in such amounts as the Secured Party may require and in such companies as the Secured Party may approve, payable in case of loss to the Secured Party as its interest may appear, and the policies evidencing such insurance, or certificates thereof, shall, upon request, be deposited with the Secured Party.

4. No Liens. The Debtor represents and warrants that its title to the Collateral is free and clear of any liens or encumbrances except those listed in Schedule 4 and agrees to keep the Collateral free and clear of any future lien or encumbrance unless it obtains the advance consent of the Secured Party for any such lien or encumbrance.

5. Sale and Use in the Ordinary Course. Until Default the Debtor may sell or lease the Collateral in the ordinary course of business and may also use or consume any raw materials and supplies, the use and consumption of which is necessary in order to carry on the

Debtor's business.

6. Lists of Accounts and Proceeds. Upon request of the Secured Party at any time after Default, the Debtor will deliver to the Secured Party lists or copies of all accounts promptly after they arise and will deliver to the Secured Party, promptly upon receipt, all rents and other proceeds received by the Debtor including proceeds of the accounts referred to above and proceeds of any insurance policies in the exact form in which they are received. The Secured Party in its discretion may apply cash proceeds to the payment of any obligations secured hereby or may release such cash proceeds to the Debtor for use in the operation of the Debtor's business.

7. Default. The Debtor shall be deemed in "Default" of this Agreement:

(a) if the Debtor fails to observe or perform any of the Debtor's agreements expressed herein;

(b) upon default of the Debtor under the terms of any Obligation of the Debtor to the Secured Party secured hereby, or if notice or lapse of time, or both, are therein provided, then upon such notice or lapse of time, or both;

(c) upon the loss, unauthorized sale, unauthorized removal of the Collateral from the locations specified in Section 1, theft, damage or destruction of the Collateral;

(d) if the Secured Party shall deem the Collateral in danger of misuse or loss or removal from this State; or

(e) if the Debtor changes its name or state of organization without at least thirty (30) days prior written notice to the Secured Party.

8. Remedies. Upon a Default the Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code to the same extent as if they were expressly set forth herein in addition to the remedies provided herein or in any other instrument or paper executed by the Debtor, as well as the right to sell all or part of the Collateral, pursuant to New Hampshire law. In such event the Debtor shall pay all the Secured Party's costs of repossession, collection, custody, storage, sale or other dispossession and delivery, (including reasonable attorneys' fees), all of which the Secured Party may deduct from the proceeds. If the Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any requirement of bonds, surety or security, whether required by statute, court rule or otherwise, as an incident to such possession and waives any requirement for demand for possession before the commencement of any suit or action to recover with respect thereto.

9. Certain Remedies. The Secured Party may at any time after Default notify the

Debtor's account debtors, or persons otherwise indebted to the Debtor whose obligations are covered by this Agreement, that the Collateral has been assigned to the Secured Party and that payment shall be made directly to the Secured Party. Upon request of the Secured Party at any time after Default, the Debtor will so notify such debtors and will indicate on all billings to such debtors that their accounts must be paid to the Secured Party. The Secured Party shall have full power to collect, compromise, endorse, sell or otherwise deal with the Collateral or proceeds thereof in its own name or in the name of the Debtor. The Debtor shall pay to the Secured Party on demand a collection charge on all accounts collected, that shall include all reasonable attorneys' fees and expenses, and all other reasonable expenses of like or unlike nature that may be expended by the Secured Party to obtain or enforce payment of any account either as against the account debtor, the Debtor or any guarantor or surety of the Debtor or in the prosecution or defense of any action or concerning any matter arising out of or connected with the subject matter of this Agreement, the obligations secured hereby, or the Collateral, or any of Secured Party's rights or interests therein or thereto, including, without limiting the generality of the foregoing any reasonable counsel fees or expenses incurred in any bankruptcy or insolvency proceedings.

10. Power of Attorney. The Debtor does hereby make, constitute and appoint any officer of the Secured Party as the Debtor's true and lawful attorney-in-fact, with power, in the event of a default, to endorse the name of the Debtor or any of the Debtor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under any policy of insurance on the Collateral) or Collateral that may come into possession of the Secured Party in full or part payment of any amounts owing to the Secured Party, to sign and endorse the name of the Debtor or any of the Debtor's officers or agents upon any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices, in connection with accounts, and any instrument or document relating thereto or to the Debtor's rights therein; to give written notice to such office and officials of the United States Post Office to effect such change or changes of address so that all mail addressed to the Debtor may be delivered directly to the Secured Party; granting upon the Debtor's said attorney full power to do any and all things necessary to be done in and about the premises fully and effectually as might or could be done, and hereby ratifying all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and all transactions hereunder as long as the Debtor may be indebted to the Secured Party.

11. Cooperation; Secured Party Sales; No Waiver. The Debtor covenants that it will execute any documents requested by the Secured Party to perfect its security interest in the Collateral. When requested by the Secured Party following a Default by the Debtor, the Debtor shall cooperate in the Secured Party's repossession of the Collateral and will assemble the Collateral and make it available to the Secured Party at such place as the Secured Party shall designate which shall be reasonably convenient to both parties. The Secured Party may dispose of the Collateral by public or private sale, upon the place where it is then located, and the Secured Party itself may acquire the Collateral at any such sale. The Debtor agrees that notice

of ten (10) days prior to such sale shall constitute reasonable notice thereof, but that if the Collateral is perishable or threatens to decline quickly in value or is a kind customarily sold on a recognized market, the Secured Party may provide shorter notice or no notice of the sale. The Secured Party shall also have the right to remove the Collateral. No waiver of the Secured Party of any defaults hereunder shall constitute a waiver of any other default or of the same default upon a future occasion.

12. **Reinstatement.** If after receipt of any payment of, or the proceeds of any Collateral for, all or any part of the Obligations, the Secured Party is compelled to surrender or voluntarily surrenders such payment or proceeds to any person because such payment or application of proceeds is or may be avoided, invalidated, recaptured, or set aside as a preference, fraudulent conveyance, impermissible setoff or for any other reason, whether or not such surrender is the result of (i) any judgment, decree or order of any court or administrative body having jurisdiction over the Secured Party, or (ii) any settlement or compromise by the Secured Party of any claim as to any of the foregoing with any person (including the primary obligor with respect to any of the Obligations), then the Obligations or part thereof affected shall be reinstated and continue and this Agreement shall be reinstated and continue in full force as to such Obligations or part thereof as if such payment or proceeds had not been received, notwithstanding any previous cancellation of any instrument evidencing any such Obligation or any previous instrument delivered to evidence the satisfaction thereof or the termination of this Agreement.

13. **Governing Law.** This Agreement shall be governed by and be construed in accordance with New Hampshire law.

14. **Amendment.** This Agreement may be amended only by a written instrument executed by the parties.

15. **Notice.** Any demand, notice or request by either party to the other shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated above, or at such other address as may be stated in a notice delivered or mailed as herein provided.

16. **Binding Effect.** The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and permitted assigns of the Debtor and the Secured Party.

17. **Conflicting Provisions; References.** In the event of any conflict between the terms, covenants, conditions and restrictions contained in this Agreement, the Note, the Loan Agreement and the Security Instruments, the term, covenant and condition or restriction that imposes the greater burden or obligation upon the Debtor shall control. The determination as to which term, covenant, condition or restriction is the more burdensome or imposes the greater obligation shall be made by the Secured Party in its sole discretion. All references

herein to the Note, the Loan Agreement and the Security Instruments shall be construed to include such instruments as they may be amended from time to time. Wherever used the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders as the context requires.

18. Invalidity. In any case where any one or more of the provisions of this Agreement are held to be invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

19. Sovereign Immunity. Nothing contained in this Agreement, the Loan Agreement, the Note or the other Security Instruments shall be deemed to constitute a waiver of the sovereign immunity of the Secured Party, which immunity is hereby reserved to the Secured Party.

Executed on the day and year first of written.

Debtor:

**WATERVILLE ACRES CONDOMINIUM ASSOCIATES**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stephen E. Decareau  
President

**SCHEDULE 4**

**LIENS AND ENCUMBRANCES**

The Collateral is subject to no liens or encumbrances.

DISCLOSURE OF FINANCE CHARGES  
STATE DRINKING WATER REVOLVING LOAN FUND

Pursuant to New Hampshire RSA Chapter 399-B:2

TO: WATERVILLE ACRES CONDOMINIUM ASSOCIATES

DATE: \_\_\_\_\_

Amount of Loan: \$250,000

Payable: 6 monthly installments of interest only followed by 240 monthly installments of interest and principal as further provided in the Promissory Note of even date of the Borrower (the "Note")

Finance Charges: 1% until the Interest Rate Change Date (as defined in the Note) then lower of (A) 1.296% or (B) eighty percent (80%) of the established market rate as determined in Env-Dw 1106.03 and 1106.04.

Late fee: 5% of each payment will be assessed if not paid within 7 days of its due date.

Above interest is based on the number of days elapsed over a 360 day year.

Recording and filing fees:	\$ 0
Title search fee:	\$ 0
Environmental Site Assessment:	\$ 0
Appraisal:	\$ 0

Acknowledged.

**WATERVILLE ACRES CONDOMINIUM  
ASSOCIATES**

Borrower

By: \_\_\_\_\_  
Stephen E. Decareau  
President



Robert R. Scott, Commissioner



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September 18, 2020

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Southeast Land Trust of New Hampshire (SELT), Exeter, NH (Vendor Code #155425-B001) in the amount of \$300,000 for the purpose of conserving a 214-acre parcel located on Dearborn Road and Chester Turnpike in Candia and Auburn, effective upon G & C approval through June 30, 2021. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY'21</u>
03-44-44-442010-38710000-073-500581	\$300,000
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

**EXPLANATION**

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. The newest improvement, begun in 2006, to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April, 2019. The SELT application was received and on November 22, 2019, NHDES announced the decision to fund the SELT project in the Merrimack River watershed. The project proposed by the SELT was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists

Page 2

the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

The SELT project has significant benefits to public drinking water quality by protecting 40 acres of wetlands, all which drain into Little Lake Massabesic and Massabesic Lake— a public drinking water supply for more than 160,000 residents of Manchester and 6 neighboring towns. The parcel consists of a diversity of aquatic resources and their upland buffers including more than 30 distinct wetlands, 12 confirmed vernal pools that support spotted salamander and wood frog breeding habitat, and 5,912 linear feet of stream. The property has been identified as important habitat for Blanding's turtles (endangered in NH) in the "Conservation Plan for Blanding's Turtle and Associated Species of Conservation Need in the Northern United States" by the U.S. Fish & Wildlife Service. In addition, the project contributes to ongoing landscape connectivity efforts in the region having been recognized in The Nature Conservancy's Connect the Coast study which identified 86 acres of the riparian habitat along Murray Mill Brook as a critical wildlife corridor. Attachment B includes a map of the property.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.



Robert R. Scott, Commissioner

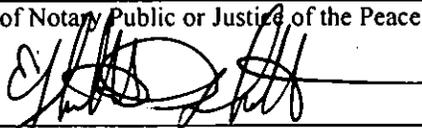
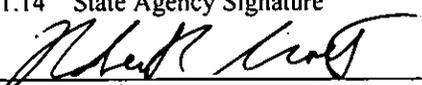
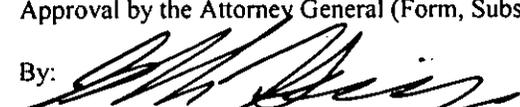
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

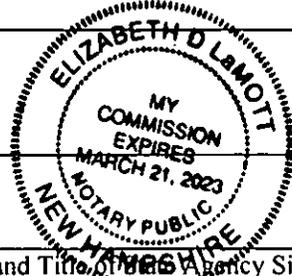
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Southeast Land Trust of New Hampshire		1.4 Contractor Address PO Box 675, 6 Center Street, Exeter, NH 03833	
1.5 Contractor Phone Number 603-658-9718	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Hart, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>August 28, 2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Elizabeth D. Lamott, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NH DES	
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) (if applicable) By:  On: <u>10/6/2020</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials GH  
Date 8/28/20

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. The State of New Hampshire, its successors and assigns, represented by the Department of Environmental Services (DES), agree to grant the Southeast Land Trust of New Hampshire (hereinafter: "SELT"), the amount of \$300,000.00 for the purpose of acquiring a conservation easement on approximately 214 acres of land owned by Robert Sanborn, located on Dearborn Road and Chester Turnpike in the Towns of Candia & Auburn, County of Rockingham, State of New Hampshire, identified on the Auburn tax records as Map 11 Lot 19 and the Candia tax records as Map 413 Lot 10-2 (hereinafter: the "Property") This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws.
2. SELT shall use their grant funds to acquire a conservation easement on the Property.
3. As Grantee of the Conservation Easement on the Property, the SELT accepts the following conditions or restrictions:
  - a. To utilize the funds herein provided by the State of New Hampshire, acting through DES, for the acquisition and recordation of a conservation easement on the Property as soon as possible, time being of the essence. The project shall be completed by June 30, 2021.
  - b. To utilize the funds herein provided by the State on New Hampshire, acting through DES, to defray in part the acquisition and associated transaction costs incurred in securing a Conservation Easement on the Property.
  - c. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.
  - d. That the Property acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. SELT agrees to submit a copy of the annual monitoring report to DES to document the actions taken.
  - e. To return to DES ARM Fund Program any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract;
  - f. To return to DES ARM Fund Program any funds if the SELT fails to complete the Conservation easement acquisition.
  - g. That all public access provided for in the terms of the Conservation Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

Contractor Initials

Date

SAH  
8/28/20

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

	Budget	Payment Method
Purchase of Conservation Easement	\$300,000.00	Available at closing
<b>TOTAL DES ARM FUNDS</b>	<b>\$300,000.00</b>	

**Total amount to be authorized following approval by the Governor and Executive Council: \$300,000.00**

Payments shall be made by DES to SELT upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay SELT within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
ATTN: Lori Sommer, Wetlands Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**

This section is intentionally left blank.

Contractor Initials BA  
Date 9/28/20

**CERTIFICATE of AUTHORITY**

I, Samuel Reid, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
2. The Southeast Land Trust of New Hampshire has agreed to accept the New Hampshire Department of Environmental Service's Aquatic Resource Mitigation grant funds and Drinking Water & Groundwater Trust Fund grant funds and to enter into contracts with the New Hampshire Department of Environmental Services for the Murray Mill Brook and Sanborn projects, respectively, in Auburn & Candia, NH;
3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. **Brian Hart** has been appointed to and now occupies the office indicated in (3) above:

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on August 27, 2020.

Samuel Reid, President  
Samuel Reid, President

**STATE OF NEW HAMPSHIRE**

**COUNTY OF** STRAFFORD

On this the 27th day of August 2020, before me, Cathy A. Towle, the undersigned officer, personally appeared Samuel Reid who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Cathy A. Towle  
Notary Public Signature

Commission Expiration Date:  
(Seal)



# 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 SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 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: 64227

Certificate Number: 0004791039



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of January A.D. 2020.

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

William M. Gardner  
Secretary of State



SOUTLAN-01

AHILL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2020

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 rights to the certificate holder in lieu of such endorsement(s).

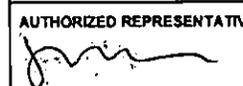
<b>PRODUCER</b> License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	<b>CONTACT NAME:</b> Anna Hill	
	<b>PHONE (AC, No, Ext):</b> (703) 397-0977	<b>FAX (AC, No):</b> (703) 397-0995
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURED</b>  Southeast Land Trust of New Hampshire PO Box 675 Exeter, NH 03833	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 INSD	SUBR VOVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35790421	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			(20)7360-66-93	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(21) 7170-62-57	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Environmental Services PO Box 95 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**ATTACHMENT A  
2019 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

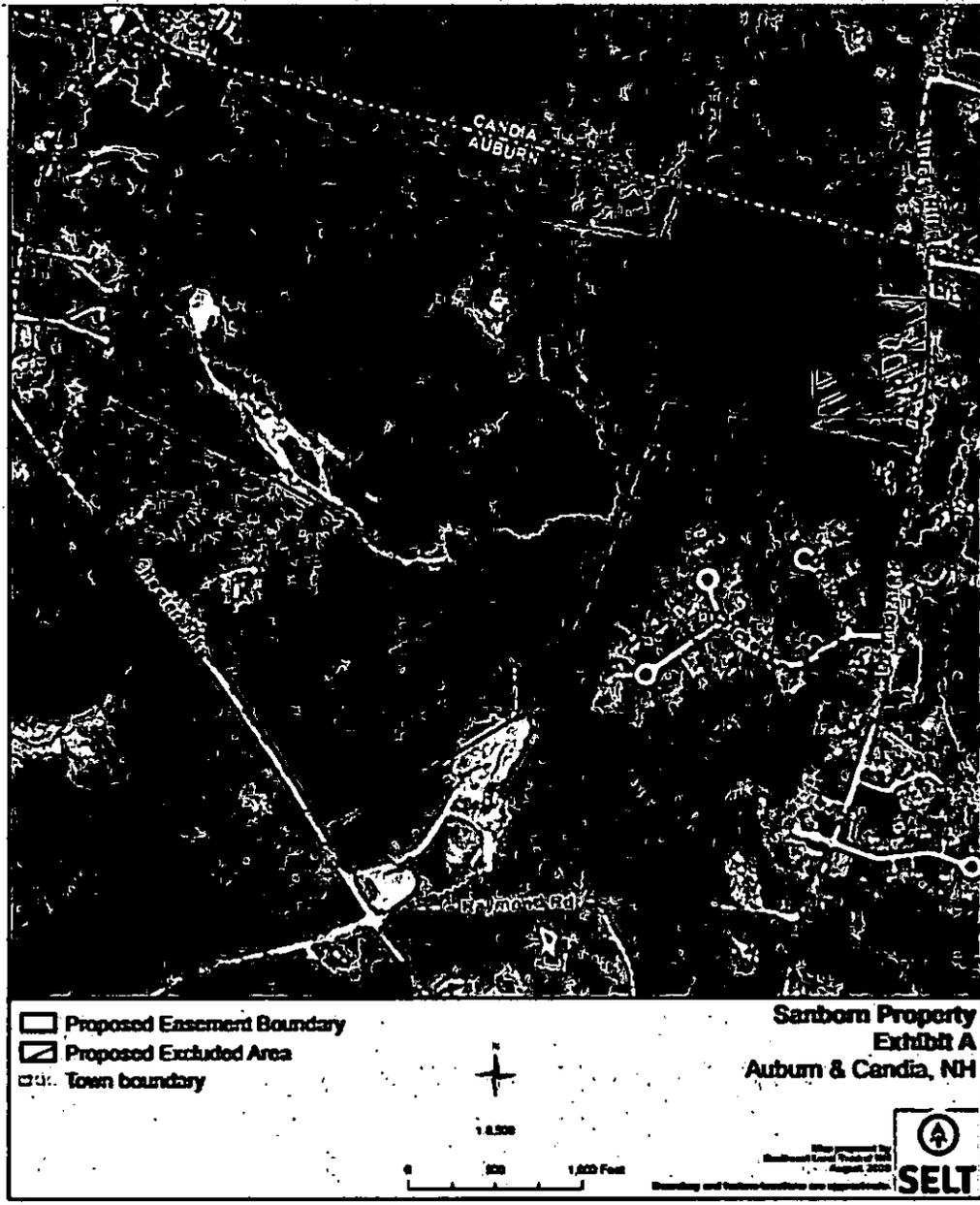
<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Requested Funding Amount</b>	<b>Score</b>	<b>Approved for Funding</b>
Southeast Land Trust	Auburn & Candia	\$300,000	55	Yes – full funding
Fracestown Land Trust	Fracestown	\$104,108	36	Yes – full funding
Northeast Wilderness Trust	Fracestown	\$233,700	48	Yes – full funding
Piscataquog Land Conservancy	Mason	\$500,000	56	Yes – full funding
Town of New Boston	New Boston	\$250,000	54	Yes – full funding
Town of Plaistow	Plaistow	\$135,000	45	Yes – full funding

(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	23
Amy Lamb	NH Dept. of Resources & Economic Development	Ecological Information Specialist	4
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	17
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	17
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	15
Rick Van de Poll	NH Association of Conservation Commissions	Town of Sandwich	41
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	24
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	37
Stephen Walker	Office of Strategic Initiatives	CLSP Director	26

ATTACHMENT B  
MURRAY MILL BROOK, AUBURN





The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

OCT 06 '20 PM 2:23 DAS



September 28, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the Town of Salem (VC #177472 B001) in an amount not to exceed \$75,000, to finance the Stormwater Planning – MS4 Permit Compliance project under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

03-44-44-441018-2001-301-500832	<u>FY 2021</u>
Dept. Environmental Services, CWSRF Loan Repayments, Loans	\$75,000

**EXPLANATION**

The purpose of the requested action is to authorize the Town of Salem to borrow up to \$75,000 from the CWSRF to finance the Stormwater Planning – MS4 Permit Compliance project. The project includes dry weather outfall screening and sampling, as well as investigations to locate sources of illicit discharges in catchment tributaries to receiving waters impaired for bacteria.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than \$75,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to \$75,000.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION  
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	CWSRF Repayment
Repayment Funds as of September 24, 2020	<u>\$62,969,225</u>
Loan Agreement(s) This Request:	
Town of Salem	\$75,000
Other Requested Action(s)	
City of Dover	\$1,185,000
City of Franklin	\$75,000
Town of Sunapee	\$30,000
Town of Salem	\$30,000
Net Change	<u>\$1,395,000</u>
Balance Available after G & C Approval	<u>\$61,574,225</u>



1 through the Water Pollution Control Revolving Loan Fund Program (CFDA #66.458) may  
2 comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State  
3 to the Loan Recipient is contingent upon the availability of funds.

4  
5 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not  
6 more frequently than monthly, subject to the approval of the amount of each Disbursement by the  
7 State. The State shall approve the amount requested if it determines that the costs covered by the  
8 request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each  
9 Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement  
10 at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the  
11 date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is  
12 earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the  
13 commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding  
14 the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's  
15 authority to borrow is not exceeded.

16  
17 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the  
18 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
19 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and  
20 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the  
21 form of Exhibit B.

22  
23 V. The interest rate applicable to the Note will be **2.0000%**, as determined in accordance with  
24 RSA 486:14 and Env-Wq 500 et seq.

1 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
2 interest on the Note. The principal shall be paid in full within 5 years from the date of the Note.  
3 Note payments shall commence within one year of the Substantial Completion date of the Project  
4 or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion  
5 date is hereby determined to be **September 2, 2021**; however, should the project experience an  
6 excusable delay, an extension may be granted by the Commissioner of the Department of  
7 Environmental Services upon request in writing by the Loan Recipient. In no event shall Note  
8 payments commence later than ten years from the effective date of this Agreement.

9  
10 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
11 part of the outstanding principal or interest of the Note.

12  
13 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
14 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied  
15 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
16 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
17 enforcing this Agreement or in collecting any delinquent payments due hereunder.

18  
19 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
20 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion  
21 shall not be construed as bar to any right and/or remedy on any future occasion.

22  
23 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
24 applicable state and federal requirements contained in the Rules and applicable state and federal  
25 laws, including those specific requirements outlined in Exhibit C.

1 XI. The effective date of this Agreement shall be the date of its approval by the Governor and  
2 Executive Council. This Agreement may be amended, waived, or discharged only by a written  
3 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
4 discharge by the Governor and Executive Council.

5  
6 XII. This Agreement shall be construed in accordance with the laws of the State of New  
7 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
8 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
9 Agreement shall not be construed to confer any such benefit.

10  
11 XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of  
12 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act  
13 and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan  
14 Recipient expends more than the required threshold in federal financial assistance from all  
15 sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of  
16 Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall  
17 provide the State with a copy of the SAA audit report within nine months of the end of the audit  
18 period.

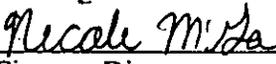
19  
20 XIV. This Agreement, which may be executed in a number of counterparts, each of which shall  
21 be deemed an original, constitutes the entire agreement and understanding between the parties  
22 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
23 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

1 STATE OF NEW HAMPSHIRE

SALEM, NEW HAMPSHIRE

2 By:  9/30/20  
Robert R. Scott Date  
Commissioner,  
Department of Environmental Services

By:  9/19/2020  
Town Manager Date

3 By:  9/19/2020  
Finance Director Date

4 This Agreement was approved by Governor and Executive Council on

5 \_\_\_\_\_, 2020 as Item No. \_\_\_\_.



**EXHIBIT B**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM**  
**PROMISSORY NOTE AND REPAYMENT SCHEDULE**

The Town of Salem, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of **Seventy-Five Thousand and 00/100 Dollars (\$75,000)** in installments on **September 1** in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of 2.0000% per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below. A total of **Seventy-Five Thousand and 00/100 Dollars (\$75,000)** of principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

REPAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Principal Forgiveness</u>	<u>Interest Payment</u>	<u>Total Payment</u>
2022				
2023				
2024				
2025				
2026				

This Promissory Note (Note) is issued under and by virtue of the New Hampshire Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the State of New Hampshire Water Pollution Control Revolving Loan Fund Program, and is issued for the

1 purpose of financing the cost of the **Stormwater Planning – MS4 Permit Compliance (Project)**  
2 as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

3  
4 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or  
5 any part of the outstanding principal or interest on this Note.

6  
7 The terms and provisions of the Agreement are hereby incorporated in and made a part of  
8 this Note to the same extent as if said terms and provisions were set forth in full herein.

9  
10 It is hereby certified and recited that all acts, conditions, and things required to be done  
11 precedent to and in the issuing of this Note have been done, have happened, and have been  
12 performed in regular and due form and, for the payment hereof when due, the full faith and credit  
13 of the Loan Recipient are hereby irrevocably pledged.

14  
15 IN WITNESS, whereof the Loan Recipient has caused this Note to be signed by its  
16 \_\_\_\_\_, on the date(s) below.

17  
18 **SALEM, NEW HAMPSHIRE** by:

19 Name/Title \_\_\_\_\_

20 Authorized Representative \_\_\_\_\_ Date

21 (Town Seal)

**EXHIBIT C**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND**  
**PROGRAM**

**FEDERAL REQUIREMENTS**

**DUNS NUMBER:** The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SIGNAGE:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

**WAGE RATE REQUIREMENTS (DAVIS-BACON):** The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(c)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**AMERICAN IRON AND STEEL (AIS):** P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS) requirement in section 436 that Clean Water State Revolving Loan Fund (CWSRF) Loan Recipients to use iron and steel products that are produced in the United States for projects for construction, alteration, maintenance or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**FISCAL SUSTAINABILITY PLAN:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**EXCLUDED PARTIES:** The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**SUPER CROSS-CUTTERS:**

-Title VI of the Civil Rights Act

-Section 13 of the Federal Water Pollution Control Act Amendments of 1972

-Section 504 of the Rehabilitation Act of 1973

-The Age Discrimination Act of 1975

-Equal Employment Opportunity requirements (Executive Order 11246)



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



Rem  
41

September 29, 2020

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

**REQUESTED ACTIONS**

1. Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO# 1067926) to the City of Rochester (VC# 177467-B002), Rochester, NH, by increasing the grant amount by \$1,644,000 from \$3,800,000 to \$5,444,000 for water system improvements and extending the completion date from December 1, 2022 to September 1, 2023 under the provisions of RSA 485:F, effective upon Governor and Council approval through September 1, 2023. The original grant was approved by Governor and Council on June 5, 2019, Item #128A. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	<u>FY 2020</u>
03-44-44-442010-3904-073-500580	\$1,644,000
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	

2. Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund loan (PO# 1067926) to the City of Rochester (VC# 177467-B002), Rochester, NH, by updating the allocation percentage between grant and loan funds to reflect the requested increase in grant fund action number 1 and extending the completion date from December 1, 2022 to September 1, 2023 under the provisions of RSA 485:F, effective upon Governor and Council approval through September 1, 2023. No additional loan funds are being requested. The original loan was approved by Governor and Council on June 5, 2019, Item #128A. 100% Drinking Water and Groundwater Trust Fund.

**EXPLANATION**

We are requesting approval of this amendment in order to provide the City of Rochester additional time and funds to complete the agreed-upon scope of services. The project is to extend water to serve private residences with significant water quality issues (iron, manganese, arsenic, and radon) and residents with private wells contaminated by MtBE. Additional funds are needed due to increased project costs caused by required design modifications and increased quotes from project vendors, which are consistent with

observed industry cost trends for recently bid projects. The total project cost increase is \$3,880,000. The additional Drinking Water and Groundwater Trust Fund grant funds requested will supplement other funding sources in order to fully fund the project. The Drinking Water and Groundwater Advisory Commission approved the increase in grant funding on May 11, 2020.

The loan is being amended to reflect the increase in grant funds. The increase in the grant funding changes the percentage the City of Rochester is reimbursed from the grant and loan for each disbursement request. The completion dates for the grant and loan are also being extended to allow the City additional time to complete the project. To date, no grant or loan funds have been disbursed.

The grant amendment has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott  
Commissioner

**AMENDMENT #1**  
**TO**  
**STATE OF NEW HAMPSHIRE**  
**DRINKING WATER AND GROUNDWATER TRUST FUND**

City of Rochester  
**ORIGINAL LOAN AGREEMENT**  
For Project #DWGT-32

**Whereas the City of Rochester** wishes to reflect the increase in the Drinking Water and Groundwater Trust Fund grant contribution to the Route 202A Water Main Extension project and extend the Scheduled Completion date from December 1, 2022 to September 1, 2023 to complete the construction.

**Now Therefore**, amend the ORIGINAL LOAN AGREEMENT for Project DWGT-32 as approved by Governor and Council on June 5, 2019 as Item #128A in the following manner:

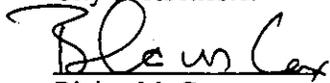
Change Page 1, Line 22 through Page 2, Line 12 of the ORIGINAL LOAN AGREEMENT to read:

“III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under and consistent with the purposes of RSA485-F, and consistent with the project application as approved by the N.H. Drinking Water and Groundwater Advisory Commission. Such approval shall be within the sole discretion of the State but shall not be unreasonably withheld. In concert with the City’s Drinking Water and Groundwater Trust Fund (DWGTF) grant for \$5,444,000 each disbursement request will be paid 81% grant funds and 19% loan funds. The total reimbursement shall not exceed the loan amount of \$1,293,000. Interest on each Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the date of Substantial Completion of the Project or the date of Scheduled Completion as noted in Paragraph VI, whichever is earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding the charges to the outstanding principal Loan balance so long as the Loan Recipient’s authority to borrow is not exceeded.”

Change Page 2, Line 22 through Page 3, Line 3 of the ORIGINAL LOAN AGREEMENT to read:

“VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on the Note. The principal shall be paid in full within twenty (20) years from the date of the Note. Note payments shall commence within one year of the Substantial Completion date of the Project or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby determined to be September 1, 2023; however, should the project experience an excusable delay, an extension may be granted by the Commissioner of the Department of Environmental Services upon request in writing by the Loan Recipient.”

Accepted By:  
City of Rochester

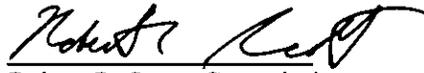


Blaine M. Cox  
City Manager

7-30-2020

Date

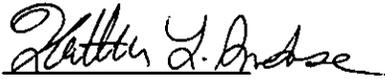
Accepted By:  
State of New Hampshire



Robert R. Scott, Commissioner  
Department of Environmental Services

9/30/20

Date



Kathryn L. Ambrose  
Deputy City Manager/Director of  
Finance and Administration

7-30-2020

Date

---

**Grant Agreement with the City of Rochester  
Drinking Water and Groundwater Trust Fund Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 30<sup>th</sup> day of September, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the City of Rochester acting by and through the City Manager, Blaine M. Cox, and the Director of Finance Administration, Kathryn L. Ambrose (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 5, 2019, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$3,800,000 to \$5,444,000.
  - (B) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 1, 2022 to September 1, 2023.
  - (C) The Scope of Services as set forth under Exhibit A shall be changed to clarify that grants funds will cover costs necessitated by the project and to include submittal of an Asset Management Program for the funded assets.
  - (D) The grant award as set forth in the third paragraph of Exhibit B shall be changed from \$3,800,000 to \$5,444,000.
  - (E) Disbursement request payments as set forth in the third paragraph of Exhibit B shall be changed from 74.6% to 81% grant funds and 25.4% to 19% loan funds.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and

conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

CITY OF ROCHESTER

By Blaine M. Cox  
Blaine M. Cox, City Manager

7.30.2020  
Date

Kathryn L. Ambrose  
Kathryn L. Ambrose, Deputy City Manager  
Director of Finance and Administration

7.30.2020  
Date

STATE OF NEW HAMPSHIRE  
COUNTY OF Strafford

On this the 30 day of July 2020, before the undersigned officer, personally appeared Blaine M. Cox who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Lisa J. Clark  
LISA J. CLARK, Justice of the Peace  
State of New Hampshire  
My Commission Expires November 8, 2022



My Commission Expires:

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this the 30 day of July 2020, before the undersigned officer, personally appeared Kathryn L. Ambrose who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Lisa J. Clark  
LISA J. CLARK, Justice of the Peace  
State of New Hampshire  
My Commission Expires November 8, 2022



My Commission Expires:

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:  9/30/20  
Robert R. Scott, Commissioner Date

Approved by Attorney General this 5<sup>th</sup> day of October, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL  


**EXHIBIT A**  
**SCOPE OF SERVICES**

**City of Rochester:**

The City of Rochester will use the grant funds to address contamination and poor water quality in certain sections of the City. The project includes installation of water main along Route 202A, Fiddlehead Lane, Strafford Road, Walnut Street, Winkley Farm Road and Bickford Road and the installation of a new water storage tank at the Highfield Commons development which will provide adequate pressure to properties along the new water main. Grant funds will cover engineering, bidding and construction costs necessitated by the project. The City is required to provide documentation that the funded assets have been incorporated into the water department's Asset Management Program.

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than monthly by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

In concert with the City's Drinking Water and Groundwater Trust Fund (DWGTF) loan for \$1,293,000 each disbursement request will be paid 81% grant funds and 19% loan funds. The total reimbursement shall not exceed the grant award of \$5,444,000.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials BWC  
Date 7.30.2020

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

### Certificate of Vote of Authorization

City of Rochester NH  
Municipal Water System  
31 Wakefield Street Rochester NH 03867

I, Kelly Walters, City Clerk of the City of Rochester NH do hereby certify that at a meeting held on June 16, 2020 by the City of Rochester City Council voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The City of Rochester further authorized the Rochester City Manager, Blaine M. Cox and / or the Deputy City Manager / Finance & Administrative Director, Kathryn L. Ambrose to execute any documents that may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as the Rochester City Clerk of City of Rochester NH Municipal Water System on the 30 day of July 2020.

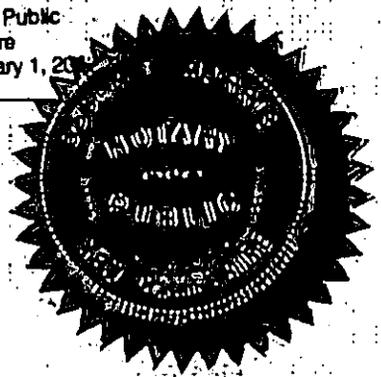
Signature Kelly Walters

STATE OF NEW HAMPSHIRE County of Strafford

On this 30<sup>th</sup> day of July, 2020, before me Susan E. Morris (Notary Public) the undersigned Officer, personally appeared. Kelly Walters, who acknowledged herself to be the City Clerk of Rochester, NH being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Susan E. Morris My commission expires: SUSAN E. MORRIS, Notary Public  
State of New Hampshire  
My Commission Expires February 1, 2021





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Rochester 31 Wakefield Street Rochester, NH 03867		<b>Member Number:</b> 280	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
Drinking Water & Groundwater Bureau New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 7/30/2020    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire  
Department of Environmental Services

Robert R. Scott, Commissioner



Johnna McKenna

May 15, 2019

APPROVED G & C

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

DATE

6/15/19

ITEM #

128A

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a grant to the City of Rochester (VC# 177467-8002), Rochester, NH in the amount not to exceed \$3,800,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through December 1, 2022. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:  
03-44-44-442010-3904-073-500580

FY 2019  
\$3,800,000

Dept Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal

2. Authorize the Department of Environmental Services to approve a loan agreement with the City of Rochester (VC# 177467-8002), Rochester, NH in the amount not to exceed \$1,293,000 to finance water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:  
03-44-44-442010-3904-301-504059

FY 2019  
\$1,293,000

Dept Environmental Services, DWGTF Trust, Loans

EXPLANATION

The Drinking Water and Ground Water Trust Fund was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On August 30, 2018, the Advisory Commission voted to authorize grants and loans for nineteen drinking water improvement projects. The City of Rochester's Route 202A Water Main Extension Project request for \$5,093,000 was selected for grant and loan funding from the Drinking Water and Groundwater Trust Fund. The City will use the funds to extend water main along Route 202A connecting several small residential developments, the installation of a new storage tank, and connecting several properties with private wells impacted with MtBE. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

Respectfully submitted,

Robert R. Scott, Commissioner

DES Website: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

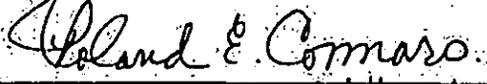
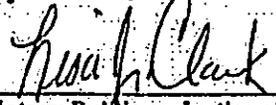
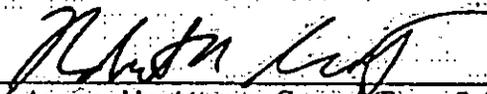
Subject: City of Rochester

### GRANT AGREEMENT

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

#### GENERAL PROVISIONS

##### 1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name City of Rochester		1.4 Grantee Address 31 Wakefield Street, Rochester, NH 03867	
1.5 Effective Date: Upon G&C Approval:	1.6 Completion Date December 1, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$3,800,000
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-8321	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Roland E. Connors Finance Director, City of Rochester NH	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Stafford</u>			
On <u>5/23/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or his/her agent, who is known 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 			
Notary Public or Justice of the Peace JSA J. CLARK, Justice of the Peace State of New Hampshire My Commission Expires November 8, 2022			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution)			
By: 		On: <u>5/23/19</u>	
1.17 Approval by the Governor and Executive Council			
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"), pursuant to RSA 21-O, 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 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for 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; 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, compensation 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 or 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 such 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 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 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, transmission, 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 OF 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 "Events 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 ("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

Grantee Initials: *VPC*

Date: 5-13-2019

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 or 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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee 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 on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. **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 first above given.

20. **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 Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New

Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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.

Grantee Initials *Yec*  
Date 5-13-2019

**EXHIBIT A**  
**SCOPE OF SERVICES**

**City of Rochester:**

The City of Rochester will use the grant funds to address contamination and poor water quality in certain sections of the City. The project includes installation of water main along Route 202A, Fiddlehead Lane, Strafford Road, Walnut Street, Winkley Farm Road and Bickford Road and the installation of a new water storage tank at the Highfield Commons development which will provide adequate pressure to properties along the new water main. Grant funds will cover engineering, bidding and construction costs for the project.

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than monthly by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

In concert with the City's Drinking Water and Groundwater Trust Fund (DWGTF) loan for \$1,293,000 each disbursement request will be paid 74.6% grant funds and 25.4% loan funds. The total reimbursement shall not exceed the grant award of \$3,800,000.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials

Date 5-13-2019

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

### Certificate of Vote of Authorization

City of Rochester-NH  
Municipal Water System  
31 Wakefield Street Rochester NH 03867

I, Kelly Walters, City Clerk of the City of Rochester NH do hereby certify that at a meeting held on April 16, 2019 by the City of Rochester City Council voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The City of Rochester further authorized the Rochester City Manager, Blaine M. Cox and the Rochester Finance Director, Roland E. Connors to execute any documents that may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as the Rochester City Clerk of City of Rochester NH Municipal Water System on the 9 day of May 2019.

Signature Kelly Walters

STATE OF NEW HAMPSHIRE

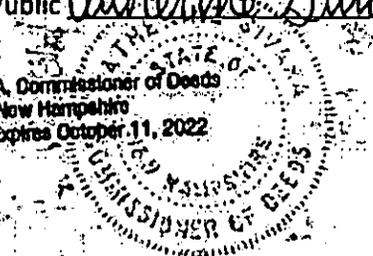
County of Strafford

On this 9 day of May, 2019, before me Catherine Givara (Notary Public) the undersigned Officer, personally appeared Kelly Walters who acknowledged <sup>her</sup> herself to be the Clerk (TITLE) of Rochester (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Catherine Givara My commission expires: 10/11/22

CATHERINE GIVARA, Commissioner of Deeds  
State of New Hampshire  
My Commission Expires October 11, 2022





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>2</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>2</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>2</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>2</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>2</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>2</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Rochester 31 Wakefield Street Rochester, NH 03867	<b>Member Number:</b> 280	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>2</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Disease - Policy Limit	
			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>2</sup> - NH Public Risk Management Exchange</b>
Drinking Water & Groundwater Bureau New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			<b>By:</b> <i>Mary Beth Powell</i>
			<b>Date:</b> 4/30/2019    mpurcell@nhprimex.org Please direct inquires to: Primex <sup>2</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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**STATE OF NEW HAMPSHIRE**  
**DRINKING WATER AND GROUNDWATER TRUST FUND**  
**CITY OF ROCHESTER, NEW HAMPSHIRE**  
**(Project No. DWGT-32)**

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**ORIGINAL LOAN AGREEMENT**

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I. This Agreement is between the State of New Hampshire Drinking Water and Groundwater Trust Fund Loan Program (State) and the City of Rochester, New Hampshire (Loan Recipient) in accordance with RSA 485-F for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the Route 202A Water Main Extension Project (Project) now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 485:F.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of One Million Two Hundred Ninety Three Thousand and 00/100 Dollars (\$1,293,000) (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VII. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under and consistent with the purposes of RSA485-F, and consistent with

1 the project application as approved by the N.H. Drinking Water and Groundwater Advisory  
2 Commission. Such approval shall be within the sole discretion of the State but shall not be  
3 unreasonably withheld. In concert with the City's Drinking Water and Groundwater Trust Fund  
4 (DWGTF) grant for \$3,800,000 each disbursement request will be paid 74.6% grant funds and  
5 25.4% loan funds. The total reimbursement shall not exceed the loan amount of \$1,293,000.  
6 Interest on each Disbursement shall accrue on the outstanding principal balance from the date of  
7 the Disbursement at the rate of 1% per annum computed on the basis of 30-day months and 360-  
8 day years until the date of Substantial Completion of the Project or the date of Scheduled  
9 Completion as noted in Paragraph VII, whichever is earlier. At the option of the Loan Recipient,  
10 such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of  
11 the first Loan repayment, or (3) by adding the charges to the outstanding principal Loan balance  
12 so long as the Loan Recipient's authority to borrow is not exceeded.

13  
14 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of  
15 the Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
16 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended  
17 and supplemented, including the provisions of RSA 485-F. The Note shall be substantially in the  
18 form of Exhibit B.

19  
20 V. The interest rate applicable to the Note will be 3.38%.

21  
22 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
23 interest on the Note. The principal shall be paid in full within twenty (20) years from the date of  
24 the Note. Note payments shall commence within one year of the Substantial Completion date of  
25 the Project or the Scheduled Completion date of the project, whichever is earlier. The Scheduled

1 Completion date is hereby determined to be December 1, 2022; however, should the project  
2 experience an excusable delay, an extension may be granted by the Commissioner of the  
3 Department of Environmental Services upon request in writing by the Loan Recipient.  
4

5 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
6 part of the outstanding principal or interest of the Note.  
7

8 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
9 Grant funds payable to the Loan Recipient under RSA 486-A may be offset against and applied  
10 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
11 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
12 enforcing this Agreement or in collecting any delinquent payments due hereunder.  
13

14 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
15 as a waiver of such right or of any other right under this Agreement. A waiver on any one  
16 occasion shall not be construed as a bar to any right and/or remedy on any future occasion.  
17

18 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
19 applicable state requirements.  
20

21 XI. The Loan Recipient is required to develop an asset maintenance and renewal plan for the  
22 assets(s) being funded under the loan or incorporate the funded asset(s) into an existing asset  
23 management plan. At a minimum the plan must include a commitment to asset management,  
24 financing and implementation strategy and an inventory of the funded asset(s).  
25

1 XII. The Loan Recipient agrees to permit an authorized representative of the State of New  
2 Hampshire to have access to and the right to:

3  
4 (i) Examine any of the Loan Recipient's, the contractor's or any subcontractor's  
5 records that pertain to and involve transactions relating to this Agreement, the  
6 Construction Contract, the Engineering Contract or a subcontract thereunder; and

7  
8 (ii) Interview any officer or employee regarding such transactions.  
9

10 The Loan Recipient shall insert subparagraphs (i). and (ii). into the Construction Contract and  
11 require the Contractor to insert subparagraphs (i). and (ii). into all subcontracts thereunder.  
12

13 XIV. The effective date of this Agreement shall be the date of its approval by the Governor and  
14 Executive Council. This Agreement may be amended, waived, or discharged only by a written  
15 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
16 discharge by the Governor and Executive Council.  
17

18 XV. This Agreement shall be construed in accordance with the laws of the State of New  
19 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
20 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
21 Agreement shall not be construed to confer any such benefit.  
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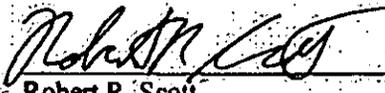
23 XVI. This Agreement, which may be executed in a number of counterparts, each of which shall  
24 be deemed an original, constitutes the entire agreement and understanding between the parties

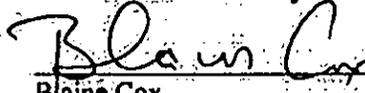
1 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
2 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

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6 STATE OF NEW HAMPSHIRE by:

CITY OF ROCHESTER,

NEW HAMPSHIRE by:

7  
8  5-21-19  
9 Robert R. Scott Date  
10 Commissioner  
11 Department of Environmental Services

 5-13-19  
Blaine Cox Date  
City Manager  
City of Rochester

11  
12  5-13-2019  
13 Roland Connors Date  
14 Finance Director  
15 City of Rochester

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17  
18 This Agreement was approved by Governor and Executive Council on \_\_\_\_\_  
19 as Item No. \_\_\_\_\_  
20

**EXHIBIT A**

**STATE OF NEW HAMPSHIRE  
DRINKING WATER AND GROUNDWATER TRUST FUND**

**PROJECT DESCRIPTION**

The **CITY OF ROCHESTER** has applied for a Loan to be used for the Route 202A water main extension project. The project includes approximately 19,000 linear feet of water main extension along Fiddlehead Lane, Strafford Road, Walnut Street, Winkley Farm Road and Bickford Road, and a new storage tank at the Highfield Commons Development.

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**EXHIBIT B**

**STATE OF NEW HAMPSHIRE  
DRINKING WATER AND GROUNDWATER TRUST FUND**

**PROMISSORY NOTE AND REPAYMENT SCHEDULE**

The CITY OF ROCHESTER, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of \_\_\_\_\_ Dollars ( ) in installments on (Month, Day) in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of % per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below.

**REPAYMENT SCHEDULE**

Payment Date   Principal Payment   Interest Payment   Total Payment

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11       **This Promissory Note (Note) is issued under and by virtue of the New Hampshire**  
12 **Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking**  
13 **Water and Groundwater Trust Fund, and is issued for the purpose of financing the cost of the**  
14 **Project as described in Exhibit A of the Supplemental Loan Agreement (Agreement):**

15

16       **The Loan Recipient reserves the right to prepay, at any time and without penalty, all or**  
17 **any part of the outstanding principal or interest on this Note.**

18

19       **The terms and provisions of the Agreement are hereby incorporated in and made a part of**  
20 **this Note to the same extent as if said terms and provisions were set forth in full herein.**

21

22       **It is hereby certified and recited that all acts, conditions, and things required to be done**  
23 **precedent to and in the issuing of this Note have been done, have happened, and have been**  
24 **performed in regular and due form and, for the payment hereof when due, the full faith and credit**  
25 **of the Loan Recipient are hereby irrevocably pledged.**

1 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its City  
2 Manager and Finance Director, on the date below.

3  
4 CITY OF ROCHESTER, NEW HAMPSHIRE by:

5 \_\_\_\_\_  
6 Blaine Cox  
7 City Manager  
8 City of Rochester

\_\_\_\_\_ Date

(Seal)

9 \_\_\_\_\_  
10 Roland Connor  
11 Finance Director  
12 City of Rochester

SAMPLE



**Department of Environmental Services**



sem  
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**Robert R. Scott, Commissioner**

September 28, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the Town of Salem (VC #177472 B001) in an amount not to exceed \$30,000, to finance the Wastewater Asset Management Program - Phase 2 under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-441018-2001-301-500832	\$30,000
Dept. Environmental Services, CWSRF Loan Repayments, Loans	

**EXPLANATION**

The purpose of the requested action is to authorize the Town of Salem to borrow up to \$30,000 from the CWSRF to finance the Wastewater Asset Management Program - Phase 2. The goal for this phase is to develop an improved condition rating system for the vertical assets considering factors such as economics, efficiency, environmental factors, and level of service, and develop a criticality rating process for horizontal assets.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than \$30,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to \$30,000.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION  
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	CWSRF Repayment
Repayment Funds as of September 24, 2020	<u>\$62,969,225</u>
Loan Agreement(s) This Request:	
Town of Salem	\$30,000
Other Requested Action(s)	
City of Dover	\$1,185,000
City of Franklin	\$75,000
Town of Sunapee	\$30,000
Town of Salem	\$75,000
Net Change	<u>\$1,395,000</u>
Balance Available after G & C Approval	<u>\$61,574,225</u>



1 provided through the Water Pollution Control Revolving Loan Fund Program (CFDA #66.458)  
2 may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the  
3 State to the Loan Recipient is contingent upon the availability of funds.

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5 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not  
6 more frequently than monthly, subject to the approval of the amount of each Disbursement by the  
7 State. The State shall approve the amount requested if it determines that the costs covered by the  
8 request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each  
9 Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement  
10 at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the  
11 date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is  
12 earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the  
13 commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding  
14 the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's  
15 authority to borrow is not exceeded.

16  
17 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the  
18 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
19 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and  
20 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the  
21 form of Exhibit B.

22  
23 V. The interest rate applicable to the Note will be 2.0000%, as determined in accordance with  
24 RSA 486:14 and Env-Wq 500 et seq.

1 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
2 interest on the Note. The principal shall be paid in full within 5 years from the date of the Note.  
3 Note payments shall commence within one year of the Substantial Completion date of the Project  
4 or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion  
5 date is hereby determined to be **September 2, 2021**; however, should the project experience an  
6 excusable delay, an extension may be granted by the Commissioner of the Department of  
7 Environmental Services upon request in writing by the Loan Recipient. In no event shall Note  
8 payments commence later than ten years from the effective date of this Agreement.

9  
10 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
11 part of the outstanding principal or interest of the Note.

12  
13 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
14 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied  
15 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
16 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
17 enforcing this Agreement or in collecting any delinquent payments due hereunder.

18  
19 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
20 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion  
21 shall not be construed as bar to any right and/or remedy on any future occasion.

22  
23 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
24 applicable state and federal requirements contained in the Rules and applicable state and federal  
25 laws, including those specific requirements outlined in Exhibit C.

1 XI. The effective date of this Agreement shall be the date of its approval by the Governor and  
2 Executive Council. This Agreement may be amended, waived, or discharged only by a written  
3 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
4 discharge by the Governor and Executive Council.

5  
6 XII. This Agreement shall be construed in accordance with the laws of the State of New  
7 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
8 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
9 Agreement shall not be construed to confer any such benefit.

10

11 XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of  
12 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act  
13 and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan  
14 Recipient expends more than the required threshold in federal financial assistance from all  
15 sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of  
16 Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall  
17 provide the State with a copy of the SAA audit report within nine months of the end of the audit  
18 period.

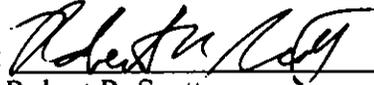
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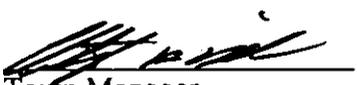
20 XIV. This Agreement, which may be executed in a number of counterparts, each of which shall  
21 be deemed an original, constitutes the entire agreement and understanding between the parties  
22 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
23 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

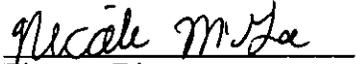
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1 STATE OF NEW HAMPSHIRE

TOWN OF SALEM, NEW HAMPSHIRE

2 By:  9/20/20  
Robert R. Scott Date  
Commissioner,  
Department of Environmental Services

By:  9/16/2020  
Town Manager Date

3 By:  9/15/2020  
Finance Director Date

4 This Agreement was approved by Governor and Executive Council on

5 \_\_\_\_\_, 2020 as Item No. \_\_\_\_.

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**EXHIBIT A**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM**  
**PROJECT DESCRIPTION**

The Town of Salem, New Hampshire has applied for a Loan to be used for the Wastewater Asset Management Program - Phase 2. During the second phase the town will focus on vertical assets (e.g. pump stations) developing and implementing a standard condition and risk assessment process that will guide decision-making in the future. The goal for this phase is to develop an improved condition rating system for the vertical assets considering factors such as economics, efficiency, environmental factors, and level of service, and develop a criticality rating process for horizontal assets.

1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE

3 WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5 The Town of Salem, New Hampshire (Loan Recipient) promises to pay to the Treasurer  
6 of the State of New Hampshire the principal sum of ~~Thirty Thousand and 00/100 Dollars~~  
7 **(\$30,000)** in installments on **September 1** in each year as set forth below, with interest on the  
8 entire unpaid balance payable on the first principal payment date and annually, thereafter, at the  
9 rate of 2.0000% per annum, computed on the basis of 30-day months and 360-day years, in the  
10 respective years set forth below. A total of ~~Thirty Thousand and 00/100 Dollars (\$30,000)~~ of  
11 principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

12  
13 REPAYMENT SCHEDULE

14 <u>Payment Date</u>	<u>Principal Payment</u>	<u>Principal Forgiveness</u>	<u>Interest Payment</u>	<u>Total Payment</u>
15 2022				
16 2023				
17 2024				
18 2025				
19 2026				

20 This Promissory Note (Note) is issued under and by virtue of the New Hampshire  
21 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the State of  
22 New Hampshire Water Pollution Control Revolving Loan Fund Program, and is issued for the  
23 purpose of financing the cost of the **Wastewater Asset Management Program - Phase 2 (Project)**  
24 as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

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The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest on this Note.

The terms and provisions of the Agreement are hereby incorporated in and made a part of this Note to the same extent as if said terms and provisions were set forth in full herein.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan Recipient are hereby irrevocably pledged.

IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its \_\_\_\_\_, on the date(s) below.

**TOWN OF SALEM, NEW HAMPSHIRE** by:

Name/Title \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

(Town Seal)

**EXHIBIT C**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND**  
**PROGRAM**

**FEDERAL REQUIREMENTS**

**DUNS NUMBER:** The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SIGNAGE:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

**WAGE RATE REQUIREMENTS (DAVIS-BACON):** The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**AMERICAN IRON AND STEEL (AIS):** P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS) requirement in section 436 that Clean Water State Revolving Loan Fund (CWSRF) Loan Recipients to use iron and steel products that are produced in the United States for projects for construction, alteration, maintenance or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**FISCAL SUSTAINABILITY PLAN:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**EXCLUDED PARTIES:** The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**SUPER. CROSS-CUTTERS:**

- Title VI of the Civil Rights Act
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Equal Employment Opportunity requirements (Executive Order 11246)



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

OCT06'20 PM 2:22 DAS



September 28, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the Town of Sunapee (VC #177483 B001) in an amount not to exceed \$30,000, to finance the Wastewater Collection System Asset Management Program under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-441018-2001-301-500832	\$30,000
Dept. Environmental Services, CWSRF Loan Repayments, Loans	

**EXPLANATION**

The purpose of the requested action is to authorize the Town of Sunapee to borrow up to \$30,000 from the CWSRF to finance the Wastewater Collection System Asset Management Program. This project will include preparation of an asset management program which will result in a blueprint to manage, operate, maintain, and rehabilitate the wastewater collection system in a cost-effective manner to ensure regulatory compliance and long-term sustainability.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than \$30,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to \$30,000.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION  
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	<u>CWSRF Repayment</u>
Repayment Funds as of September 24, 2020	\$62,969,225
Loan Agreement(s) This Request:	
Town of Sunapee	\$30,000
Other Requested Action(s)	
City of Dover	\$1,185,000
City of Franklin	\$75,000
Town of Salem	\$75,000
Town of Salem	\$30,000
Net Change	<u>\$1,395,000</u>
Balance Available after G & C Approval	\$61,574,225



1 provided through the Water Pollution Control Revolving Loan Fund Program (CFDA #66.458)  
2 may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the  
3 State to the Loan Recipient is contingent upon the availability of funds.  
4

5 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not  
6 more frequently than monthly, subject to the approval of the amount of each Disbursement by the  
7 State. The State shall approve the amount requested if it determines that the costs covered by the  
8 request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each  
9 Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement  
10 at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the  
11 date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is  
12 earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the  
13 commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding  
14 the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's  
15 authority to borrow is not exceeded.  
16

17 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the  
18 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
19 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and  
20 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the  
21 form of Exhibit B.  
22

23 V. The interest rate applicable to the Note will be **2.0000%**, as determined in accordance with  
24 RSA 486:14 and Env-Wq 500 et seq.  
25

1 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
2 interest on the Note. The principal shall be paid in full within **5 years** from the date of the Note.  
3 Note payments shall commence within one year of the Substantial Completion date of the Project  
4 or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion  
5 date is hereby determined to be **December 2, 2021**; however, should the project experience an  
6 excusable delay, an extension may be granted by the Commissioner of the Department of  
7 Environmental Services upon request in writing by the Loan Recipient. In no event shall Note  
8 payments commence later than ten years from the effective date of this Agreement.

9

10 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
11 part of the outstanding principal or interest of the Note.

12

13 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
14 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied  
15 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
16 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
17 enforcing this Agreement or in collecting any delinquent payments due hereunder.

18

19 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
20 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion  
21 shall not be construed as bar to any right and/or remedy on any future occasion.

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23 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
24 applicable state and federal requirements contained in the Rules and applicable state and federal  
25 laws, including those specific requirements outlined in Exhibit C.

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XI. The effective date of this Agreement shall be the date of its approval by the Governor and Executive Council. This Agreement may be amended, waived, or discharged only by a written instrument signed by the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and Executive Council.

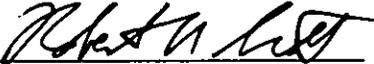
XII. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors. The parties hereto do not intend to benefit any third parties and, consequently, the Agreement shall not be construed to confer any such benefit.

XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of federal financial assistance and, as such, subject to requirements of the federal Single Audit Act and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan Recipient expends more than the required threshold in federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine months of the end of the audit period.

XIV. 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 thereto. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

1 STATE OF NEW HAMPSHIRE

TOWN OF SUNAPEE, NEW HAMPSHIRE

2 By:  9/30/20  
Robert R. Scott Date  
Commissioner,  
Department of Environmental Services

By:  9/18/2020  
Board of Selectmen, Chair Date

3 This Agreement was approved by Governor and Executive Council on

4 \_\_\_\_\_, 2020 as Item No. \_\_\_\_.

1 EXHIBIT A

2 STATE OF NEW HAMPSHIRE

3 WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

4 PROJECT DESCRIPTION

5 The Town of Sunapee, New Hampshire has applied for a Loan to be used for the Wastewater  
6 Collection System Asset Management Program project. This project will include preparation of  
7 an asset management program which will result in a blueprint to manage, operate, maintain, and  
8 rehabilitate the wastewater collection system in a cost-effective manner to ensure regulatory  
9 compliance and long-term sustainability.

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1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE

3 WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5 The Town of Sunapee, New Hampshire (Loan Recipient), promises to pay to the  
6 Treasurer of the State of New Hampshire the principal sum of **Thirty Thousand and 00/100**  
7 **Dollars (\$30,000)** in installments on **December 1** in each year as set forth below, with interest on  
8 the entire unpaid balance payable on the first principal payment date and annually, thereafter, at  
9 the rate of 2.0000% per annum, computed on the basis of 30-day months and 360-day years, in the  
10 respective years set forth below. A total of **Thirty Thousand and 00/100 Dollars (\$30,000)** of  
11 principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

12  
13 REPAYMENT SCHEDULE

14 <u>Payment Date</u>	<u>Principal Payment</u>	<u>Principal Forgiveness</u>	<u>Interest Payment</u>	<u>Total Payment</u>
15 2022				
16 2023				
17 2024				
18 2025				
19 2026				

20 This Promissory Note (Note) is issued under and by virtue of the New Hampshire  
21 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the State of  
22 New Hampshire Water Pollution Control Revolving Loan Fund Program, and is issued for the  
23 purpose of financing the cost of the **Wastewater Collection System Asset Management**  
24 **Program** (Project) as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

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The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest on this Note.

The terms and provisions of the Agreement are hereby incorporated in and made a part of this Note to the same extent as if said terms and provisions were set forth in full herein.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuing of this Note have been done, have happened, and have been performed in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan Recipient are hereby irrevocably pledged.

IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its \_\_\_\_\_, on the date(s) below.

**TOWN OF SUNAREE, NEW HAMPSHIRE by:**

Name/Title \_\_\_\_\_

Authorized Representative \_\_\_\_\_ Date

(Town Seal)

**EXHIBIT C**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND**  
**PROGRAM**

**FEDERAL REQUIREMENTS**

**DUNS NUMBER:** The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SIGNAGE:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

**WAGE RATE REQUIREMENTS (DAVIS-BACON):** The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

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On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

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**FISCAL SUSTAINABILITY PLAN:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**EXCLUDED PARTIES:** The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**SUPER CROSS-CUTTERS:**

- Title VI of the Civil Rights Act
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Equal Employment Opportunity requirements (Executive Order 11246)



**Robert R. Scott, Commissioner**

September 23, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to **RETROACTIVELY** pay The NELAC Institute (TNI), (VC #172872-B001), Weatherford, TX in the amount of \$7,000.00 for National Environmental Laboratory Accreditation Program Annual Accreditation membership fee for the period of July 1, 2020 to June 30, 2021, effective upon Governor & Council approval. 100% Lab Accreditation Fee Funds.

Funding is available in the account as follows.

03-44-44-442010-6641-026-500251	<u>FY 2021</u>
Dept Environmental Services, Lab Certification, Organizational Dues	\$7,000.00

**EXPLANATION**

TNI is a non-profit /voluntary organization that has the basic goal of establishing a national environmental laboratory accreditation program. Participants include private citizens, municipalities, states and federal agencies. The New Hampshire Environmental Laboratory Accreditation Program (NH ELAP) provides accreditation to environmental laboratories in New Hampshire, as well as out-of-state, to ensure sufficiently accurate, precise, and consistent results of tests, analyses, and measurements. This request is delayed because in July of 2020 when the annual membership fee was due, a pause was placed on all expenditures that were not immediately essential due to COVID-19. Since that time, NELAC has requested payment of dues which are essential for New Hampshire to maintain its ability to coordinate and recognize reciprocity among laboratory accreditation programs in other states. This allows laboratories in New Hampshire to provide services to customers outside of New Hampshire. It is also critical because it provides New Hampshire public water systems with additional laboratory capacity by allowing use of out-of-state laboratories that are accredited.

- How long has this organization been in existence and how long has this agency been a member of this organization?**

The NELAC Institute (TNI) was formed in 2006. It existed under different structures and organizational names in prior years. NH ELAP has participated in this organization since its inception and been a formal member since 2000.

- 2. Is there any other organization which provides the same or similar benefits which your agency belongs to?**

No. The NELAC Institute (TNI) has gone through many changes since the late 1990s. It continues to be a program that involves many interested parties working towards a national laboratory accreditation program among the applicable state entities.

- 3. How many other state's belonging to this organization and is your agency the sole New Hampshire state agency that is a member?**

There are 13 state laboratory accreditation programs. NH ELAP is the only NH agency that has direct involvement in laboratory accreditation.

- 4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)**

It is a flat fee of \$7,000.00 for each state (member). The fee is based on benefit and evaluation costs.

- 5. What benefit does the state receive from participating in this membership?**

Membership covers: copies of new laboratory accreditation standards as they are issued, the cost of the triennial NH program evaluation, NH ELAP staff travel costs when participating as an evaluation team member of another state agency and travel costs for one member of NH ELAP to attend the winter TNI meeting.

- 6. Are training or educational/ research materials included in the membership? If so, is the cost included? Explain in detail.**

Training or educational/research materials are not included in membership. Membership discounts may be applicable in some cases. Some free training/guidance material is supplied through the TNI website or state agency websites.

- 7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.**

No, it is not required for the listed items. It is required if NH ELAP intends to maintain a relationship with other similar state agencies that will grant recognition of each other's laboratory accreditations.

- 8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.**

TNI meetings are held twice a year. The locations vary across the country in order to accommodate different state travel policies. Membership covers the cost of one party attending the winter meeting.

9. Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization.)

Bill Hall, Program Manager, is directly involved with this organization as a voting member. He is a permanent member of NELAP – a committee made up of the state agencies responsible for laboratory accreditation. Other committee assignments are voluntary.

10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.

TNI's main goal is to streamline procedures and reduce costs related to national environmental laboratory accreditation. The states involved in this organization are working to perform their accreditations to one standard. In this vein, recognition of one another's work (accreditations) is agreed upon. If NH ELAP were not part of this organization the current accreditations granted to in-state and out-of-state laboratories would be in jeopardy. The NELAP accreditation granted to our laboratories would no longer be in effect. NH ELAP would have to create a new individual state-by-state scheme for offering accreditation (or certification) to the various laboratories involved in our program.

The membership fee is paid from accreditation fees collected by NHDES from laboratories that expect NHDES to participate in TNI so that the accreditations completed by NHDES are recognized by other states.

Websites:

NH ELAP- <http://des.nh.gov/organization/divisions/water/dwgb/nhelap/index.htm>

TNI - <http://www.nelac-institute.org>

We respectfully request your approval of this item.



Robert R. Scott  
Commissioner

The NELAC Institute  
PO Box 2439  
Weatherford, TX 76086  
817-598-1624  
suzanne.rachmaninoff@nelac-institute.org  
http://nelac-institute.org



# INVOICE

**BILL TO**  
New Hampshire ELAP  
State of New Hampshire  
29 Hazen Drive  
Concord, NH 03302

**INVOICE #** 5457  
**DATE** 05/04/2020  
**DUE DATE** 07/03/2020  
**TERMS** Net 60

---

DESCRIPTION	AMOUNT
Accreditation Body fee for the period July 1, 2020 through June 30, 2021	7,000.00

Please make checks payable to The NELAC Institute and remit to the address listed above, or contact us with credit card information at (817) 598-1624.

**BALANCE DUE**

**\$7,000.00**

TNI Tax ID: 81-0554715



Department of Environmental Services

Robert R. Scott, Commissioner



September 28, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the City of Dover (VC # 177380 B005) in an amount not to exceed \$1,185,000. to finance the Downtown and Stark Avenue Sewer Rehabilitation Project under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

03-44-44-441018-2001-301-500832 FY 2021 \$1,185,000
Dept. Environmental Services, CWSRF Loan Repayments, Loans

EXPLANATION

The purpose of the requested action is to authorize the City of Dover to borrow up to \$1,185,000 from the CWSRF to finance the to finance the Downtown and Stark Avenue Sewer Rehabilitation Project. The project includes approximately 4,500 feet of sewer lining within the Downtown area, 2,200 feet of sewer lining and 750 feet of sewer replacement along Stark Avenue and Elliot Park, and approximately 220 feet of directionally buried sewer that crosses the Spaulding Turnpike.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than \$1,185,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to \$118,500.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

Handwritten signature of Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION  
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	CWSRF <u>Repayment</u>
Repayment Funds as of September 24, 2020	\$62,969,225
Loan Agreement(s) This Request:	
City of Dover	\$1,185,000
Other Requested Action(s)	
City of Franklin	\$75,000
Town of Sunapee	\$30,000
Town of Salem	\$75,000
Town of Salem	\$30,000
Net Change	<u>\$1,395,000</u>
Balance Available after G & C Approval	<u>\$61,574,225</u>



1 #66.458) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment  
2 from the State to the Loan Recipient is contingent upon the availability of funds.

3  
4 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not  
5 more frequently than monthly, subject to the approval of the amount of each Disbursement by the  
6 State. The State shall approve the amount requested if it determines that the costs covered by the  
7 request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each  
8 Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement  
9 at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the  
10 date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is  
11 earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the  
12 commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding  
13 the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's  
14 authority to borrow is not exceeded.

15  
16 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the  
17 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
18 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and  
19 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the  
20 form of Exhibit B.

21  
22 V. The interest rate applicable to the Note will be 2.0000%, as determined in accordance with  
23 RSA 486:14 and Env-Wq 500 et seq.

1 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
2 interest on the Note. The principal shall be paid in full within **20 years** from the date of the Note.  
3 Note payments shall commence within one year of the Substantial Completion date of the Project  
4 or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion  
5 date is hereby determined to be **August 2, 2021**; however, should the project experience an  
6 excusable delay, an extension may be granted by the Commissioner of the Department of  
7 Environmental Services upon request in writing by the Loan Recipient. In no event shall Note  
8 payments commence later than ten years from the effective date of this Agreement.

9  
10 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
11 part of the outstanding principal or interest of the Note.

12  
13 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
14 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied  
15 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
16 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
17 enforcing this Agreement or in collecting any delinquent payments due hereunder.

18  
19 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
20 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion  
21 shall not be construed as bar to any right and/or remedy on any future occasion.

22  
23 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
24 applicable state and federal requirements contained in the Rules and applicable state and federal  
25 laws, including those specific requirements outlined in Exhibit C.

1  
2 XI. The effective date of this Agreement shall be the date of its approval by the Governor and  
3 Executive Council. This Agreement may be amended, waived, or discharged only by a written  
4 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
5 discharge by the Governor and Executive Council.  
6

7 XII. This Agreement shall be construed in accordance with the laws of the State of New  
8 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
9 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
10 Agreement shall not be construed to confer any such benefit.  
11

12 XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of  
13 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act  
14 and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan  
15 Recipient expends more than the required threshold in federal financial assistance from all  
16 sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of  
17 Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall  
18 provide the State with a copy of the SAA audit report within nine months of the end of the audit  
19 period.  
20

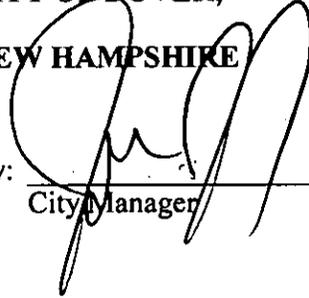
21 XIV. This Agreement, which may be executed in a number of counterparts, each of which shall  
22 be deemed an original, constitutes the entire agreement and understanding between the parties  
23 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
24 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.  
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STATE OF NEW HAMPSHIRE

CITY OF DOVER,  
NEW HAMPSHIRE

By:  9/30/20  
Robert R. Scott Date  
Commissioner,  
Department of Environmental Services

By:  10/20  
City Manager Date

This Agreement was approved by Governor and Executive Council on

\_\_\_\_\_, 2020 as Item No. \_\_\_\_.



1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE

3 WATER POLLUTION CONTROL REVOLVING LOAN FUND PROGRAM

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5 The City of Dover, New Hampshire (Loan Recipient) promises to pay to the Treasurer of  
6 the State of New Hampshire the principal sum of One Million, One Hundred Eighty-Five  
7 Thousand, and 00/100 Dollars (\$1,185,000) in installments on August 1<sup>st</sup> in each year as set forth  
8 below, with interest on the entire unpaid balance payable on the first principal payment date and  
9 annually, thereafter, at the rate of 2.0000% per annum, computed on the basis of 30-day months  
10 and 360-day years, in the respective years set forth below. A total of One Hundred Eighteen  
11 Thousand, Five Hundred and 00/100 Dollars (\$118,500) of principal will be forgiven and will  
12 be granted as reflected in the repayment schedule shown below.

13  
14 REPAYMENT SCHEDULE

15

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Principal Forgiveness</u>	<u>Interest Payment</u>	<u>Total Payment</u>
16 2022				
17 2023				
18 2024				
19 2025				
20 2026				
21 2027				
22 2028				
23 2029				
24 2030				

1 2031  
2 2032  
3 2033  
4 2034  
5 2035  
6 2036  
7 2037  
8 2038  
9 2039  
10 2040  
11 2041

12 This Promissory Note (Note) is issued under and by virtue of the New Hampshire  
13 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the State of  
14 New Hampshire Water Pollution Control Revolving Loan Fund Program, and is issued for the  
15 purpose of financing the cost of **Downtown and Stark Avenue Sewer Rehabilitation Project**  
16 (Project) as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

17  
18 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or  
19 any part of the outstanding principal or interest on this Note.

20  
21 The terms and provisions of the Agreement are hereby incorporated in and made a part of  
22 this Note to the same extent as if said terms and provisions were set forth in full herein.

23  
24 It is hereby certified and recited that all acts, conditions, and things required to be done  
25 precedent to and in the issuing of this Note have been done, have happened, and have been

1 performed in regular and due form and, for the payment hereof when due, the full faith and credit  
2 of the Loan Recipient are hereby irrevocably pledged.

3  
4 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its  
5 \_\_\_\_\_, on the date(s) below.

6  
7 **CITY OF DOVER, NEW HAMPSHIRE** by:

8 Name/Title \_\_\_\_\_

9 Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

10 (Town Seal)

**SAMPLE**

**EXHIBIT C**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND**  
**PROGRAM**

**FEDERAL REQUIREMENTS**

**DUNS NUMBER:** The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SIGNAGE:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

**WAGE RATE REQUIREMENTS (DAVIS-BACON):** The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**AMERICAN IRON AND STEEL (AIS):** P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS) requirement in section 436 that Clean Water State Revolving Loan Fund (CWSRF) Loan Recipients to use iron and steel products that are produced in the United States for projects for construction, alteration, maintenance or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**FISCAL SUSTAINABILITY PLAN:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**EXCLUDED PARTIES:** The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**SUPER CROSS-CUTTERS:**

- Title VI of the Civil Rights Act
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Equal Employment Opportunity requirements (Executive Order 11246)



The State of New Hampshire  
**Department of Environmental Services**

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*Sam*  
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**Robert R. Scott, Commissioner**

September 28, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to approve a Clean Water State Revolving Fund (CWSRF) loan agreement with the City of Franklin (VC #177390 B002) in an amount not to exceed \$75,000, to finance the Sewer System Evaluation project under the provisions of RSA 486:14 and N.H. Code of Admin. Rules Env-Wq 500 et seq., effective upon Governor & Council approval. Funding is 100% CWSRF Repayment Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-441018-2001-301-500832	\$75,000
Dept. Environmental Services, CWSRF Loan Repayments, Loans	

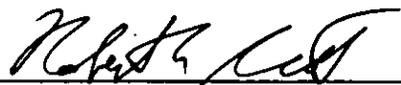
**EXPLANATION**

The purpose of the requested action is to authorize the City of Franklin to borrow up to \$75,000 from the CWSRF to finance the Sewer System Evaluation project. The project includes closed-circuit television inspections and manhole inspections for areas of the City's sewer collection system, targeted based on previous studies, and preparation of a Sewer System Evaluation report.

The Supplemental (final) loan amount will be based upon the total CWSRF funds disbursed, and may be less than \$75,000. Under federal capitalization grant requirements, this loan includes principal forgiveness of up to \$75,000.

Attached is a tabulation of the CWSRF showing the effect of this action on the funds available for loans.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES  
WATER DIVISION  
CLEAN WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request for loan agreements under RSA 486:14 and N.H. Admin. Rules Env-Wq 500 for the municipality listed below

This request will change the balance available for loans as follows:

	<u>CWSRF Repayment</u>
Repayment Funds as of September 24, 2020	\$62,969,225
<b>Loan Agreement(s) This Request:</b>	
City of Franklin	\$75,000
<b>Other Requested Action(s)</b>	
City of Dover	\$1,185,000
Town of Sunapee	\$30,000
Town of Salem	\$75,000
Town of Salem	\$30,000
<b>Net Change</b>	<u>\$1,395,000</u>
<b>Balance Available after G &amp; C Approval</b>	<u>\$61,574,225</u>



1 comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State  
2 to the Loan Recipient is contingent upon the availability of funds.

3  
4 III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not  
5 more frequently than monthly, subject to the approval of the amount of each Disbursement by the  
6 State. The State shall approve the amount requested if it determines that the costs covered by the  
7 request are eligible under Env-Wq 504.02 through Env-Wq 504.04, as applicable. Interest on each  
8 Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement  
9 at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the  
10 date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is  
11 earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the  
12 commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding  
13 the charges to the to the outstanding principal Loan balance so long as the Loan Recipient's  
14 authority to borrow is not exceeded.

15  
16 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the  
17 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the  
18 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and  
19 supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the  
20 form of Exhibit B.

21  
22 V. The interest rate applicable to the Note will be 2.0000%, as determined in accordance with  
23 RSA 486:14 and Env-Wq 500 et seq.

1 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
2 interest on the Note. The principal shall be paid in full within 5 years from the date of the Note.  
3 Note payments shall commence within one year of the Substantial Completion date of the Project  
4 or the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion  
5 date is hereby determined to be **September 2, 2021**; however, should the project experience an  
6 excusable delay, an extension may be granted by the Commissioner of the Department of  
7 Environmental Services upon request in writing by the Loan Recipient. In no event shall Note  
8 payments commence later than ten years from the effective date of this Agreement.

9  
10 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
11 part of the outstanding principal or interest of the Note.

12  
13 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
14 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and applied  
15 to the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable  
16 for all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in  
17 enforcing this Agreement or in collecting any delinquent payments due hereunder.

18  
19 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
20 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion  
21 shall not be construed as bar to any right and/or remedy on any future occasion.

22  
23 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
24 applicable state and federal requirements contained in the Rules and applicable state and federal  
25 laws, including those specific requirements outlined in Exhibit C.

1 XI. The effective date of this Agreement shall be the date of its approval by the Governor and  
2 Executive Council. This Agreement may be amended, waived, or discharged only by a written  
3 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
4 discharge by the Governor and Executive Council.

5

6 XII. This Agreement shall be construed in accordance with the laws of the State of New  
7 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
8 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
9 Agreement shall not be construed to confer any such benefit.

10

11 XIII. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of  
12 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act  
13 and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan  
14 Recipient expends more than the required threshold in federal financial assistance from all  
15 sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of  
16 Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall  
17 provide the State with a copy of the SAA audit report within nine months of the end of the audit  
18 period.

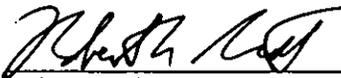
19

20 XIV. This Agreement, which may be executed in a number of counterparts, each of which shall  
21 be deemed an original, constitutes the entire agreement and understanding between the parties  
22 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
23 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

24

1 STATE OF NEW HAMPSHIRE

CITY OF FRANKLIN, NEW HAMPSHIRE

2 By:  9/30/20  
Robert R. Scott Date  
Commissioner,  
Department of Environmental Services

By:  9/16/2020  
City Manager Date

3

4 This Agreement was approved by Governor and Executive Council on

5 \_\_\_\_\_, 2020 as Item No. \_\_\_\_.





**SUPER CROSS-CUTTERS:**

- Title VI of the Civil Rights Act
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Equal Employment Opportunity requirements (Executive Order 11246)

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Loan Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**EXCLUDED PARTIES:** The Loan Recipient shall not knowingly award a construction contract to a contractor that has been debarred or suspended by the federal government. The Loan Recipient or its agent shall compare the names of contractors who have bid on the project against the searchable list in the "The System for Award Management" (SAM) database, which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Loan Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

As part of the CWSRF Application Process, the Loan Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**AMERICAN IRON AND STEEL (AIS):** P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS) requirement in section 436 that Clean Water State Revolving Loan Fund (CWSRF) Loan Recipients to use iron and steel products that are produced in the United States for projects for construction, alteration, maintenance or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**FISCAL SUSTAINABILITY PLAN:** On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Loan Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

**EXHIBIT C**  
**STATE OF NEW HAMPSHIRE**  
**WATER POLLUTION CONTROL REVOLVING LOAN FUND**  
**PROGRAM**

**FEDERAL REQUIREMENTS**

**DUNS NUMBER:** The Loan Recipient must obtain a Data Universal Numbering System (DUNS) number. The federal government has adopted the use of DUNS numbers to track how federal grant money is allocated. DUNS numbers identify your organization. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SIGNAGE:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project.

**WAGE RATE REQUIREMENTS (DAVIS-BACON):** The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or

1 purpose of financing the cost of the **Sewer System Evaluation** (Project) as described in Exhibit  
2 A of the Supplemental Loan Agreement (Agreement).

3

4 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or  
5 any part of the outstanding principal or interest on this Note.

6

7 The terms and provisions of the Agreement are hereby incorporated in and made a part of  
8 this Note to the same extent as if said terms and provisions were set forth in full herein.

9

10 It is hereby certified and recited that all acts, conditions, and things required to be done  
11 precedent to and in the issuing of this Note have been done, have happened, and have been  
12 performed in regular and due form and, for the payment hereof when due, the full faith and credit  
13 of the Loan Recipient are hereby irrevocably pledged.

14

15 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its  
16 \_\_\_\_\_, on the date(s) below.

17

18 **FRANKLIN, NEW HAMPSHIRE** by:

19 Name/Title \_\_\_\_\_

20 Authorized Representative \_\_\_\_\_ Date

21 (Town Seal)



47  
2020/1



**Department of Environmental Services**

**Robert R. Scott, Commissioner**

September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to **RETROACTIVELY** amend a **SOLE SOURCE** agreement (PO #1060256) with the Great Bay Stewards Inc. (VC #208564), Greenland, NH, for the "*Regional Resilience, New Hampshire: Monitoring and evaluating living shorelines for success*" project, by: 1) extending the project completion date from September 30, 2020 to January 31, 2022, and 2) revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on February 21, 2018, Item #39. This amendment is a time extension; no additional funding is requested to support the amendment.

**EXPLANATION**

The Department of Environmental Services (DES) requests approval of this **RETROACTIVE, SOLE SOURCE** amendment in order to provide the Great Bay Stewards Inc. (GBS) with additional time to complete tasks as assigned by the Scope of Services. This amendment is **RETROACTIVE** because the original agreement expires on September 30, 2020. Unfortunately, due to staff limitations posed by COVID-19, there was a delay in processing the required paperwork associated with the amendment, resulting in this request appearing before Governor and Executive Council after the original contract end date. The agreement is **SOLE SOURCE** because it is the second phase of a project conducted by GBS in cooperation with the DES Coastal Program. Due to GBS' experience identifying and working with living shoreline stakeholders in the first phase of the project, GBS is the only organization equipped to complete this project successfully. A copy of the original agreement is included as Attachment A.

DES has signed an agreement with the grantor, The Nature Conservancy – Massachusetts (TNC), to extend the project period to January 31, 2022. The purpose of this amendment is to effectuate TNC's approved amendment to the financial assistance award. Specifically, this amendment will enable GBS to continue participating in regional efforts to establish monitoring guidance and conduct outreach for living shorelines. Exhibit A of the attached Amendment provides revisions to the Scope of Work, including additional interim reporting deadlines.

To date, \$4,909.23 of the original agreement amount of \$18,040 has been spent. No changes to the original budget are requested in this amendment. DES will provide 100% of the project costs through the federal grant. In the event that federal funds become no longer available, general funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

**Agreement for Services with Great Bay Stewards**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 6<sup>th</sup> day of August, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Great Bay Stewards Inc. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on February 21, 2018, item #39, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from September 30, 2020 to January 31, 2022.
  - (B) Exhibit A (Scope of Services) of the Agreement shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

**Task 1: Regional Collaboration on Policy and Practice Guidance Document Draft, Years 1-3 4**

**Task 6: Outreach, Education, and Communication, Years 1-3 4**

**Deliverables:** Reports. GBS Inc. shall provide ~~five (5)~~ *eight (8)* semi-annual progress reports and one (1) final report that summarize the project activities by task as outlined in the contract. The semi-annual report will cover the periods of (1) the project start date to March 31, 2018; (2) April 1, 2018 to September 30, 2018; (3) October 1, 2018 to March 31, 2019; (4) April 1, 2019 to September 30, 2019; (5) October 1, 2019 to March 31, 2020; (6) *April 1, 2020 to September 30, 2020*; (7) *October 1, 2020 to March 31, 2021*; (8) *April 1, 2021 to September 30, 2021*. Due dates for all semi-annual reports are the final date of the reporting period. The final report will summarize all project activities by task outlined in the contract and will be due on ~~September 30, 2020~~ *January 31, 2022*.

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

Initials: DLA  
Date: 8/30/2020

Great Bay Stewards, Inc.

By Deborah L Alberts  
Name: Deborah Alberts  
Title: Chair Great Bay Stewards

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 31 day of August, 2020, before the undersigned officer, personally appeared Deborah Alberts who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah Alberts  
Notary Public  
My Commission Expires: 6/9/2024

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Robert R. Scott  
Robert R. Scott, Commissioner

Approved by Attorney General this 5<sup>th</sup> day of October, 2020

OFFICE OF ATTORNEY GENERAL

By [Signature]

Initials: DLA  
Date: 9/30/2020

CERTIFICATE

I, Jack O'Reilly, Vice Chair of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Vice Chair
- (2) at the meeting held on 10/19/17, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Deborah Alberts

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Great Bay Stewards, Inc., this 31 day of August.

Jack O'Reilly

Signature of Certifying Officer

Jack O'Reilly

Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 31 day of August before me Allison Knab the undersigned officer, personally appeared Jack O'Reilly who acknowledged himself to be the Vice Chair of the Great Bay Stewards, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Allison M. Knab

Signature of Notary Public

Allison M. Knab

Printed name of Notary Public

Commission Expiration Date: 6/5/2024  
(Seal)

NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE

NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE

# 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 GREAT BAY STEWARDS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 26, 1995. 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: 239305

Certificate Number: 0004896501



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2020

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

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

<b>PRODUCER</b> Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	<b>CONTACT NAME:</b> Nancy Bird CISR ACSR CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 772-4781	<b>FAX (A/C, No):</b> (603) 772-3246
<b>E-MAIL ADDRESS:</b> nancy.bird@foyinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Cincinnati Insurance Company		10677
<b>INSURER B:</b> Security National Ins. Company		40533
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** Master 2020-2021      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0093555	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3.A State NH SWC1264851 Deb Alberts EXCLUDED Fred Mason EXCLUDED  Kristin Lawton EXCLUDED	11/21/2019	11/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Operations usual & customary of a Civic Group:

The certificate holder - NH Department of Environmental Services is listed as an Additional Insured in regards to General Liability policy per form CG 20 10.

<b>CERTIFICATE HOLDER</b> (603) 271-7894      allison.knab@greatbaystewards  NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Gary Rohr, CIC/ENANCY
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The State of New Hampshire  
**Department of Environmental Services**

*Kristen Howard*



**Robert R. Scott, Commissioner**

January 9, 2018

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

APPROVED G & C

DATE 2/2/18

ITEM # 39

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a **SOLE SOURCE** agreement to the Great Bay Stewards Inc. (VC #208564), Greenland, NH, in the amount of \$18,040 to conduct outreach and training associated with living shoreline stabilization projects, effective upon Governor and Council approval through September 30, 2020. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-102-500731 FY18 \$18,040  
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

**EXPLANATION**

This award is **SOLE SOURCE** because it is the second phase of a project conducted by the Great Bay Stewards (GBS) in cooperation with the NHDES Coastal Program. In the first phase of the project, GBS and partners completed a needs assessment to identify training and information needs to implement living shorelines in coastal New Hampshire and conducted preliminary training events to specific audiences on the topic of living shoreline applications. In this second phase, GBS seeks to improve coastal resilience in the face of erosion and flood risk by enhancing living shoreline knowledge and encouraging appropriate application of living shoreline projects through outreach and trainings that further meet needs identified in the first phase needs assessment. This grant award, while less than the \$25,000 threshold, requires G&C approval as entity has received funds in excess of the threshold for this fiscal year.

Due to GBS's experience identifying and working with living shoreline stakeholders in the first phase of this project, GBS is the only organization equipped to complete this project successfully. GBS is a named funded partner in the original competitive proposal for this project that was submitted to the National Oceanic and Atmospheric Administration by the NHDES Coastal Program and regional partners in the Northeast.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

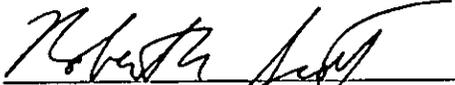
His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
Page 2 of 2

Funds under this agreement will be used to enable GBS, in cooperation with the New Hampshire Department of Fish and Game Great Bay National Estuarine Research Reserve (GBNERR), to 1) participate in regional collaborative efforts to develop and review living shoreline monitoring and project evaluation guidelines, 2) design an outreach program to train stakeholders about living shoreline applications, 3) organize and execute outreach events to train stakeholders, and 4) evaluate the outreach program.

Total project costs are budgeted at \$18,040. DES will provide \$18,040 of the project costs through a federal grant. No matching funds are required. A budget breakdown is provided in Attachment A.

In the event that the Federal funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

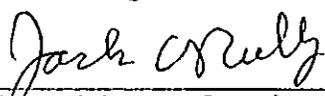
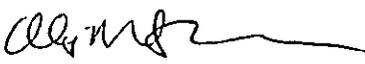
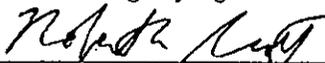
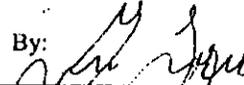
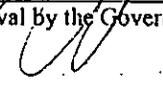
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Great Bay Stewards, Inc.		1.4 Contractor Address 89 Depot Road Greenland, NH 03840	
1.5 Contractor Phone Number 603-778-0015, ex. 350	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$18,040
1.9 Contracting Officer for State Agency Kirsten Howard, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jack O'Reilly, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>Dec. 27, 2018</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 <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;">                     ALLISON M. KNAB, Notary Public                      My Commission Expires May 23, 2019                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Allison Knab, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott Commissioner	
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) (if applicable) By:  On: <u>1/25/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**Exhibit A**  
**Scope of Services**

**Project Title: Regional Resilience, New Hampshire: Living shorelines outreach program**

Listed below are the project goals and specific tasks to be performed by Great Bay Stewards, Inc. (GBS) coordinated through the New Hampshire Fish and Game Department Great Bay National Estuarine Research Reserve (GBNERR).

**Project goal:** The goal of this project is to improve coastal resilience in the face of erosion and projected flood risk by enhancing living shoreline knowledge about best practices through evaluation of local pilot projects, development of regional monitoring guidance, and encouragement of appropriate application of living shoreline projects through outreach and trainings.

**Tasks:** This collaborative regional project consists of seven (7) tasks to be completed by partners at the New Hampshire Department of Environmental Services (NHDES) Coastal Program, the University of New Hampshire (UNH), the Northeast Regional Ocean Council (NROC), and The Nature Conservancy (TNC) and GBS in partnership with GBNERR. GBS/GBNERR is contracted to complete work under tasks 1 and 6. Task numbering is kept consistent with the broader collaborative project to avoid confusion.

**Task 1: Regional Collaboration on Policy and Practice Guidance Document Draft, Years 1-3**  
(Lead: NHDES, Assistance: UNH, GBNERR)

1.1 GBNERR will participate, as needed, in Northeast Regional Ocean Council (NROC) and The Nature Conservancy (TNC) collaborative efforts to develop, review, and finalize guidance and policy recommendations.

1.2 GBNERR will attend three regional workshops organized by NROC and TNC partners.

**Task 2: Design and Construct Projects**

GBNERR does not have any deliverables under Task 2.

**Task 3: Select and Monitor Sites, Years 1-3**

GBNERR does not have any deliverables under Task 3.

**Task 4: Apply, Evaluate, and Update Monitoring Guidance**

GBNERR does not have any deliverables under Task 4.

**Task 5: Policy Recommendation Development**

GBNERR has no deliverables under Task 5.

**Task 6: Outreach, Education, and Communication, Years 1-3** (Lead: GBNERR, Assistance: NHDES and UNH)

6.1 GBNERR, with assistance from NHDES Coastal Program, will design an outreach program to train stakeholder audiences about potential living shoreline applications, building on existing outreach work. The program will include measurable objectives that will be evaluated in Task 6.3.

6.2 GBNERR will organize and execute 3-5 outreach events to train stakeholder audiences, including coordination of partners and development of materials required for the events (e.g., workshops, trainings, site-based engagement). Assistance will be provided by the NHDES Coastal Program and UNH partners.

6.3 GBNERR, with assistance from NHDES Coastal Program, will evaluate the outreach program and identify appropriate next steps based on available pilot projects, guidance, and community needs.

**Task 7: Dr. Burdick living shoreline outreach, education, and technical assistance.**  
GBNERR has no deliverables under Task 7.

**Deliverables:** Reports. GBS Inc. shall provide five (5) semi-annual progress reports and one (1) final report that summarize the project activities by task as outlined in the contract. The semi-annual reports will cover the periods of (1) the project start date to March 31, 2018; (2) April 1, 2018 to September 30, 2018; (3) October 1, 2018 to March 31, 2019; (4) April 1, 2019 to September 30, 2019; (5) October 1, 2019 to March 31, 2020. Due dates for all semi-annual reports are the final date of the reporting period. The final report will summarize all project activities by task outlined in the contract and will be due on September 30, 2020.

**Funding Credit:** All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

**Exhibit B**  
**Method of Payment and Contract Price**

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$18,040. No match is required.

**Exhibit C**  
**Special Provisions**

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

Subparagraph 14.1.1 of the General Provisions shall be changed to read: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and".

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) *Nondiscrimination.* The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) *Financial management.* The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) *Allowable costs.* All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.

IV) *Matching funds.* All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

V) *Property Management.* The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) *Debarment and Suspension.* The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) *Procurement.* When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

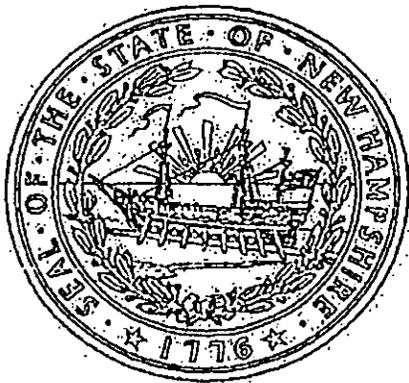
i. Ensure that every subcontract includes provisions for compliance with Federal and State

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 GREAT BAY STEWARDS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 26, 1995. 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: 239305



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2016.

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

William M. Gardner  
Secretary of State

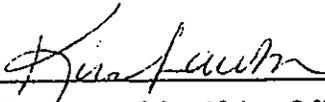
CERTIFICATE

I, Kirstin Lawton, Treasurer, of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Treasurer of the Great Bay Stewards, Inc.
- (2) at the meeting held on October 19<sup>th</sup>, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jack O'Reilly

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Great Bay Stewards Inc., this 27<sup>th</sup> day of December.

  
\_\_\_\_\_  
Signature of Certifying Officer

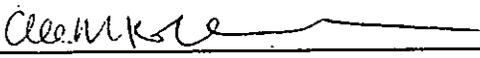
Kirstin Lawton  
\_\_\_\_\_  
Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 27th day of December before me Allison Knab the undersigned officer, personally appeared Kirstin Lawton who acknowledged herself to be the Treasurer of the Great Bay Stewards, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
\_\_\_\_\_  
Signature of Notary Public

Allison Knab  
\_\_\_\_\_  
Printed name of Notary Public

ALLISON M. KNAB, Notary Public  
My Commission Expires May 23, 2019

Commission Expiration Date:  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

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

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

PRODUCER Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC
	PHONE (AC, HQ, Ext): (603) 772-4781 FAX (AC, HQ): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com
INSURED Great Bay Stewards Inc. 89 Depot Road Greenland NH 03840	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Co NAIC # 10677
	INSURER B: Riverport Insurance Co. 27995
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master cert. 17-18 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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY		ENP0093555	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (if commercial) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER.					GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (if 2009 or later) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	3A State: NH			<input checked="" type="checkbox"/> INC STAR. TOSY LIMITS <input type="checkbox"/> OTH. ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N/A	NHRP300724	11/21/2017	11/21/2018	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Joseph Stieglitz Excluded			E.L. DISEASE - EA EMPLOYEE \$ 100,000
			Kristin Lawton Excluded Jack O'Reilly Excluded			E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Operations usual & customary of a Civic Group:

The certificate holder - NH Department of Environmental Services is listed as an Additional Insured in regards to General Liability policy per form CG20 10 07 04. This insured is trying for a Federal Grant and the certificate holder must be listed as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
(603) 271-7894 allison.knab@greatbaystowa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NH Department of Environmental Services 29 Hazon Drive PO Box 95 Concord, NH 03302	AUTHORIZED REPRESENTATIVE
	Michael Foy/ENANCY

ACORD 26 (2010/05)

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The State of New Hampshire  
**Department of Environmental Services**



sam

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**Robert R. Scott, Commissioner**

September 18, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Town of New Durham, NH, (VC #159914) in the amount of \$94,448 to complete the *Merrymeeting Watershed Management Plan Implementation Phase 1: Intersections of South Shore Road and Merrymeeting Road Best Management Practices*, effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500575

Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2021

\$94,448

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2020 Watershed Assistance Grants program. The five proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the five implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation waters travel through the ground or across land, transporting materials that are then introduced into groundwater or deposited into rivers, lakes, and coastal waters. Pollutants can include chemicals, sediments, nutrients, and toxins that often have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

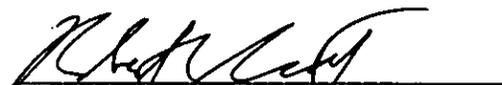
Page 2 of 2

The Merrymeeting River and Merrymeeting Lake Watershed includes 23,669 acres of land and water in the towns of New Durham and Alton, NH. The Merrymeeting River is the second largest (by volume) tributary entering Lake Winnepesaukee. This project represents the first phase of implementation of the Merrymeeting Watershed Management Plan (MMWMP). This project addresses severe roadside erosion extending from the New Durham Town Beach and Beach Parking Lot down a hill along South Shore Road approximately 150 feet to a catch basin on Merrymeeting Road. Currently this stormwater reaches an undersized culvert which frequently clogs, allowing water to overflow South Shore Road and discharge directly into the Merrymeeting River. This project will address pollution by installing one driveway culvert and replacing one cross-road culvert, developing four sediment forebays, installing a bio-retention facility which uses the existing catch basin as an overflow structure, and converting the east roadside ditch to a six-inch-deep grass channel on the west side. Once constructed, this remediation will reduce sediment from entering roadside ditches, slow stormwater flow and erosion of ditches, control the flow of water via properly sized culverts, and direct the final stormwater into a bio-retention facility. The overall goal is to reduce the sediment (1,262 lbs./y) and nutrients (phosphorus 3.02 lbs./y; nitrogen 1.76 lbs./y) from entering the headwaters of the Merrymeeting River.

The total project costs are budgeted at \$157,445. NHDES will provide \$94,448 (60%) of the project costs through a federal grant, and the Town of New Durham will provide the remaining costs through cash and in-kind services. A budget is provided in Attachment A.

In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

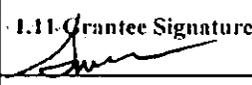
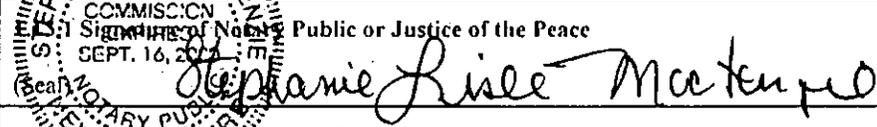
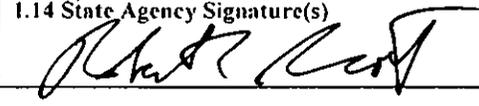
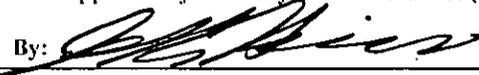
## GRANT AGREEMENT

**Subject: Merrymeeting Watershed Management Plan Implementation Phase 1:  
Intersections of South Shore Road and Merrymeeting Road Best Management Practices.**

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

### GENERAL PROVISIONS

#### I. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Town of New Durham  <i>Vender Code: 159914</i>		<b>1.4 Grantee Address</b> 56 Tash Road New Durham, NH 03855	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2022	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$94,448
<b>1.9 Grant Officer for State Agency:</b> Stephen C. Landry, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2969	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> <i>David W. Swenson Chair, New Durham Select Board</i>	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of <u>Stafford</u> On <u>October 15, 2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or said person's duly authorized agent, 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.			
COMMERCIAL NOTARY PUBLIC STATE OF NEW HAMPSHIRE SEPTEMBER 16, 2020 <b>1.14 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.15 Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Stephanie Lisle MacKenzie Notary Public</i>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>10/5/2020</u>			
<b>1.17 Approval by the Governor and Council</b> 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"), pursuant to RSA 21-O, 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 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for 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, compensation 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 or 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 such 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 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 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 OF 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 "Events 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 or 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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

#### 17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee

performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

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



**Exhibit A**  
**Scope of Services**

The Town of New Durham (Town) shall perform the following tasks as described in the detailed proposal titled, *Merrymeeting Watershed Management Plan Implementation Phase 1: Intersections of South Shore Road and Merrymeeting Road Best Management Practices (BMPs)* submitted by the town December 5, 2019:

**Objective 1:** Develop and submit a Site Specific Project Plan (SSPP) to calculate load reductions achieved through the practices completed in this project under the NHDES S319 Grant Project Management Quality Assurance Project Plan.

Measures of Success: Approval of the SSPP by the NHDES.

**Deliverable 1:** Provide NHDES with a copy of the approved SSPP.

Task 1: Work with the selected project contractors or other project partners to develop a SSPP for the pollutant load modeling to be completed in this project.

Task 2: Submit the draft SSPP and respond to comments as necessary to obtain NHDES approval of the SSPP.

**Objective 2:** Creation of engineering drawings and documents suitable for bidding and construction.

Measures of Success: Engineering documents which fully elucidate the work to be performed.

**Deliverable 2:** Provide draft and final engineering documents to NHDES.

Task 3: Work with the Town's selected (through competitive qualifications selection process) engineer to create engineering and design plans, in coordination with NHDOT, NH Dept. of Fish and Game, NHDES, and other project partners to arrive at final approved designs and all required permissions and permits.

Task 4: Prepare bid request documents following the Town's normal procedure and process to select the low-bid qualified contractor to construct the practices as designed/permited.

Task 5: Provide the request for bids package to NHDES for review and comment prior to publication; publish the request for bids, receive and process bid submittal packages.

Task 6: Execute the contract portion of the low-bid documents to enter into a contract with the selected engineer.

**Objective 3:** Secure Permits for work on phase 1 BMP in New Durham.

Measures of Success: Approval of Permits by NHDES.

**Deliverable 3:** Approved Permits necessary for construction.

Task 7: Contact NHDES Land Resources Management Section to schedule a pre-permitting meeting to discuss the project. Prepare applications for all necessary State permits.

Task 8: Submit the permit applications, respond to comments, and revise designs as necessary to obtain the required permits. Receive final permits from NHDES.

**Objective 4:** Construct the BMP to remediate stormwater issues at the phase 1, South Shore Road, site in New Durham, NH.

Measures of Success: Completed BMP on South Shore Road.

**Deliverable 4:** Photographic documentation of completed BMP.

Task 9: Work with selected contractors and establish the work staging area as per the approved plans.

Task 10: Complete site construction of the Phase 1 project site as per the approved plan.

Task 11: Complete Phase 1 site plantings as per the approved plan.

Task 12: Complete decommission work to restore the staging area as per the project plans.

Task 13: Complete other work as necessary to successfully complete construction of the approved plan design including but not limited to construction supervision and oversight, and photographic documentation of the construction process and results.

**Objective 5:** Complete load reduction modeling and Pollutants Controlled Report (PCR).

Measures of Success: Acceptance of the Report by NHDES.

**Deliverable 5:** Provide NHDES with draft and final Pollutants Controlled Reports.

Task 14: Perform modeling to estimate the pollutant load reduction attributable to all of the practices installed in this project according to the methods specified in the approval SSPP for BMP Phase 1, New Durham.

Task 15: Complete a PCR based on the pollutant load reduction calculated.

Task 16: Submit draft to NHDES for review, respond to any comments and then provide a final PCR.

**Objective 6:** The Town prepares semi-annual reports, pollutants controlled reports for each BMP installed, and a final report for NHDES. The Town will conduct project management and other project activities including volunteer monitoring and outreach.

Measures of Success: Timely semi-annual status reports, pollutants controlled reports, and final report submitted to NHDES.

**Deliverable 6:** Semi-annual reports, pollutants controlled reports, monitoring reports, outreach products and final report to NHDES.

Task 17: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 18: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency (USEPA) requirements, including ADA compliance, found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

#### Additional Requirements of the Agreement

##### Quality Assurance

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to NHDES/USEPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

**Outreach Materials**

All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency". Outreach materials should be made ADA compliant.

**Operations and Maintenance**

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by NHDES. The Grantee shall provide NHDES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both USEPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.



Exhibit B

Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$94,448 grant X 0.667 = \$62,997 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	\$743
Upon completion and NHDES approval of Task 2	\$743
Upon completion and NHDES approval of Task 3	\$20,170
Upon completion and NHDES approval of Task 4	\$1,512
Upon completion and NHDES approval of Task 5	\$1,512
Upon completion and NHDES approval of Task 6	\$200
Upon completion and NHDES approval of Task 7	\$2,183
Upon completion and NHDES approval of Task 8	\$2,183
Upon completion and NHDES approval of Task 9	\$8,288
Upon completion and NHDES approval of Task 10	\$43,908
Upon completion and NHDES approval of Task 11	\$500
Upon completion and NHDES approval of Task 12	\$500
Upon completion and NHDES approval of Task 13	\$9,981
Upon completion and NHDES approval of Task 14	\$600
Upon completion and NHDES approval of Task 15	\$600
Upon completion and NHDES approval of Task 16	\$600
Upon completion and NHDES approval of Task 17	\$125
Upon completion and NHDES approval of Task 18	\$100
<b>Total</b>	<b>\$94,448</b>

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

## Exhibit C

### Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Subparagraph 17.1.2 of the General Provisions shall be changed to read: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and"

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 039347179.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination***. The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) ***Financial management***. The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs***. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

IV) ***Matching funds***. All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) ***Property Management***. The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarment and Suspension***. The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

b. **Consultant Fee Cap.** The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

c. **Subcontracts.** The Grantee shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a Federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Limitation on Administrative Costs.** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities,

education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**CERTIFICATE OF AUTHORITY**

I, Stephanie Mackenzie, Town Clerk of New Durham, New Hampshire do hereby certify that:

- (1) at the Town Meeting held 8th, March, 1994 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting on 23rd, July, 2020 the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Select Board Chairman to execute any documents, which may be necessary to effectuate this contract;
- (3) The Town of New Durham warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

David W. Swenson, Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of New Durham, New Hampshire this 27 day of July, 2020.

Stephanie Lile MacKenzie  
Stephanie Mackenzie, Town Clerk

State of New Hampshire  
County of Strafford

On this the 27<sup>th</sup> day of July, 2020, before me Amy R. Smith, the undersigned officer, personally appeared Stephanie MacKenzie who acknowledged herself/himself to be the Town Clerk of News Durham, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Amy R. Smith  
Justice of the Peace/Notary Public  
Commission Expiration Date: 05-15-2024

(Seal)





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of New Durham 4 Main Street PO Box 207 New Durham, NH 03855	<b>Member Number:</b> 249	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date - (mm/dd/yyyy)	Expiration Date - (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 7/28/2020    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>	<b>Totals</b>
Salaries & Wages	\$0	\$20,856	\$20,856
Travel and Training	\$0	\$0	\$0
Contractual	\$41,050	\$4,119	\$45,169
Equipment and Supplies	\$0	\$13,577	\$13,577
Construction	\$53,398	\$24,503	\$77,901
<b>Total Project Cost</b>	<b>\$94,448</b>	<b>\$63,055</b>	<b>\$157,503</b>

**Attachment B: 2020 Watershed Assistance and Restoration Grant Ranking**

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 2: Davis Hill Road, Garnet Hill Road, and Mt. Sunapee Resort BMPs	97	100	97	100	95	97.8	1
Nippo Lake Association	Nippo Lake Association Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	95	92	93	94	86	92.0	2
Town of New Durham	Merrymeeting Watershed Management Plan Implementation Phase 1: Intersections of South Shore Road and Merrymeeting Road BMPs	93	88	87	99	88	91.0	3
Messer Pond Protective Association	Messer Pond Watershed Plan – Phase 2 – Forest Acres Road, Browns Brook, Fieldstone Lane and County Road	84	86	84.5	85	88	85.5	4
Southwest Region Planning Commission	Lake Warren Watershed Management Plan Implementation: Stormwater BMPs	82	75	83	87	82	81.8	5

**Review Team Members**

Name	Qualifications
Steve Landry	22 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	16 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	22 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	9 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise

Sam  
49



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

**Kevin Sheppard, P.E., Chairman**

*Oil Fund Disbursement Board*

September 15, 2020

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

**REQUESTED ACTION**

Pursuant to RSA 146-D:5, II, accept the 2019 annual report of the Oil Fund Disbursement Board (Board).

**EXPLANATION**

The Board hereby submits its annual report on the status of the New Hampshire Petroleum Reimbursement Fund Program for the State Fiscal Year that ended on June 30, 2019. We regret the delay of this report, which was primarily caused by administrative issues associated with the COVID-19 pandemic.

The reimbursement fund program has a history of service to New Hampshire citizens, in providing financial resources to remedy environmental impacts due to releases of petroleum products. The Oil Discharge and Disposal Cleanup Fund (ODDCF) operates as comprehensive excess insurance that protects petroleum storage facility owner assets and ensures timely and cost-effective cleanup of contamination. In addition to protecting public health and the environment, this assistance plays a significant and important role in economic development. The fund also provides financial assistance for the problem of methyl tertiary-butyl ether ("MtBE") contamination. MtBE impacts owners of public and private water supply wells statewide, despite a ban on the gasoline additive that was effective January 1, 2007. It is important to note that the ODDCF covers cleanup work for on-going projects and a limited number of new MtBE projects. In addition to, and separate from the ODDCF, settlement monies from the State's 2003 MtBE lawsuit fund additional preventative and corrective measures related to MtBE throughout the state. The ODDCF also provides financial assistance for heating oil contamination cleanup and replacement of substandard on-premise-use heating oil storage tank systems. The tank replacement program for low-income homeowners is part of NHDES efforts to reduce the incidence of heating oil releases to the environment and thus reduce cleanup expenses.

The Board and NHDES monitor fund program revenues and expenses and prioritize cleanup projects in consideration of public health/environmental risk, demand, and availability of funds. NHDES personnel work diligently to assist owners of contaminated public and private water supply wells, and to bring cleanup projects to regulatory closure. NHDES also directs significant effort toward petroleum storage facility owner/operator outreach and training for release prevention. However, existing groundwater contamination in many areas of the state will be slow to degrade, and new contamination projects will still be discovered in

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Annual Report of the Oil Fund Disbursement Board  
Page 2 of 2

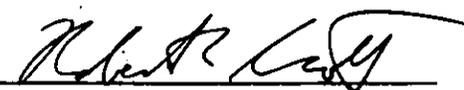
future years despite highly effective release prevention efforts. Thus, continuation of the ODDCF and adequate program funding are vital to protect public health and environmental quality in New Hampshire.

We respectfully request your acceptance of this report.



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Kevin Sheppard, P.E., Chairman  
Oil Fund Disbursement Board



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Robert R. Scott, Commissioner  
Dept. of Environmental Services

**Attachments**

cc: Hon. Donna Soucy, President of the Senate  
Hon. Stephen Shurtleff, Speaker of the House  
Hon. Martha Fuller Clark, Chair Senate Energy & Natural Resources Committee  
Hon. Susan Almy, Chair House Ways & Means Committee  
Tammy L. Wright, Clerk of the Senate  
Paul C. Smith, Clerk of the House  
N.H. State Library

STATE OF NEW HAMPSHIRE

**Petroleum Reimbursement Fund Program**

RSA 146-D

**2019**  
**Annual**  
**Report**



**Oil Fund Disbursement Board**

January 27, 2020

## EXECUTIVE SUMMARY

Pursuant to RSA 146-D:5, this document presents the Annual Report of the Oil Fund Disbursement Board on the Oil Discharge and Disposal Cleanup Fund for the Fiscal Year (FY) ending June 30, 2019. The report includes Fund program background and objectives, FY 2019 activity, current and historic financial activity, and revenue and expense projections for the next two fiscal years. The report and related program information is available at:

<http://des.nh.gov/organization/divisions/waste/orcb/fms/prfp/orcb/fms/prfp/index.htm>

Kevin A. Sheppard, P.E., Chairman  
Rep. Karen Ebel, Vice Chairman  
Sen. Regina Birdsell  
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Scott R. Bryer, CPA  
Michael J. Wimsatt, P.G.

Oil Fund Disbursement Board – RSA 146-D: 4, I  
January 28, 2020

## TABLE OF CONTENTS

	<u>Page</u>
Program Background	1
Objectives & Activity	2
Community Assistance & Economic Development	2
Program Recognition	3
Legislation, Rulemaking & Related Activity	3
Cleanup Project Activity	3
Financial Activity	4
Management Discussion of Income & Expenses	
Operating Revenues	
Program Management & Administrative Costs	
Cleanup Project Expenses	
Release Prevention Expenses	
Total Available Funds	
Appendix	6
Table 1 - Historic Financial Performance	A-1
Table 2 - Total Cleanup Costs (Active and Closed) by Community as of June 30, 2019	A-2
Table 3 - Distribution of Cleanup Projects as of June 30, 2019	A-3
Table 4 - Fiscal Year 2018/2019 Comparative Financial Performance	A-4
Table 5 - Fiscal Year 2020 & 2021 Projected	A-5
Figure 1 - Distribution of Total Cleanup Costs by Project Type as of June 30, 2019	A-6

## **Program Background**

The New Hampshire Petroleum Fund program is a financial assistance program for owners of petroleum storage facilities, owners of public and private water supplies, and owners of properties identified as a source of gasoline ether contamination, predominately methyl tertiary-butyl ether (MtBE). Prior to 2016, the program included four separate dedicated funds authorized by state statute for the cleanup of petroleum contamination: the Oil Discharge & Disposal Cleanup Fund (ODDCF) authorized by RSA 146-D, the Fuel Oil Discharge Cleanup Fund authorized by RSA 146-E, the Motor Oil Discharge Cleanup Fund authorized by RSA 146-F, and the Gasoline Remediation & Elimination of Ethers Fund authorized by RSA 146-G. With passage of HB 664, which became effective July 1, 2016, these four funds were consolidated into a single reimbursement fund established under RSA 146-D.

RSA 146-D was originally enacted into law in July 1988. The program serves New Hampshire citizens by providing financial resources to protect public health, remedy environmental impacts, and avoid financial hardship.

The ODDCF provides "excess insurance" coverage for owners of underground storage tank (UST) facilities, owners of above ground storage tank (AST) facilities, owners of on-premise-use heating oil facilities (primarily residential properties), and owners of land where facilities are or were located. Under federal and state regulations, UST owners are required to demonstrate financial responsibility for contamination cleanup. The ODDCF satisfies both the federal and state financial responsibility requirement. To qualify for state fund coverage, facilities must be in compliance with all applicable state and federal rules for operation and maintenance. Thus, the Fund program provides an incentive to reduce the risk of releases. Out-of-use facilities must be properly closed, which is typically accomplished by removal of the storage tanks from the property. The fund provides a comprehensive excess insurance program that protects facility owners from financial devastation and ensures timely and cost-effective cleanup of petroleum contamination. Owners of petroleum storage facilities may request reimbursement for cleanup costs incurred due to facility releases.

In addition, low-income homeowners may receive up to \$2,250 in funds for repair or replacement of substandard on-premise-use above ground fuel oil storage tank systems, to prevent releases and avoid cleanup expenses.

The ODDCF is also available to specifically address the problem of MtBE contamination in public and private drinking water supply wells throughout the state. Although MtBE was banned as a gasoline fuel additive effective January 1, 2007, it remains a contaminant of concern in groundwater.

The Fund program is administered by the Oil Fund Disbursement Board (Board), which is composed of twelve members representing the N.H. Legislature, the petroleum industry, state agencies and the general public. The Board is administratively attached to the Department of Environmental Services (DES), which performs program support services. The Board meets

regularly to approve activity reports, review policies and procedures, consider rule waiver requests, and hear appeals.

Reimbursements from the ODDCF are subject to N.H. Administrative Rules Chapter Odb 400 and Board policies.

### **Objectives & Activity**

The Board and DES work cooperatively to ensure that the purpose and goals (protection of public health and the environment through the funding of cleanup activities for petroleum contamination in soil and water and funding of activities to prevent releases that cause petroleum contamination) established by statute for the fund are met. DES program staff work to move cleanup projects toward regulatory closure in a timely manner. This activity includes review and approval of cleanup work scopes and budgets, corrective action reports, and reimbursement requests. In a typical month, DES staff will review and approve 90 work scopes/budgets, 450 corrective action reports, and 180 reimbursement requests ranging from under \$1,000 to over \$400,000. Whenever possible, innovative and performance-based strategies are employed to improve cleanup results and decrease the time to complete regulatory closure of a project.

The Board oversees financial management of the fund, including development and implementation of rules, policies, and procedures for fund eligibility and reimbursement request processing. In its efforts, the Board may employ independent auditors or consultants and relies on the Department of Justice for legal counsel.

### **Community Assistance & Economic Development**

Since program inception, \$308,758,271 has been disbursed from the fund to individuals, small and large business owners, political subdivisions, and state agencies for cleanup cost reimbursement, with comparatively low program management and administrative costs. Petroleum storage facility owners or individuals in nearly every community have received Fund program cleanup cost assistance. In addition, \$5,093,687 has been disbursed to low-income homeowners for fuel oil release prevention. See Tables 1 and 2 in the Appendix.

The fund provides benefits in protecting public health and in environmental damage prevention and restoration. Further, the program provides ancillary economic development benefits by offsetting unplanned costs that would otherwise be incurred by property owners and by encouraging property revitalization and reuse. Numerous blighted properties in the state have been successfully redeveloped, including municipally-owned properties where cleanup cost funding often facilitates or leverages private development funds. Properties with low taxable value due to contamination are restored to productive use.

## **Program Recognition**

The New Hampshire Petroleum Fund program continues to receive high marks from USEPA, the consulting community, petroleum industry representatives, and facility owners. New Hampshire has achieved nearly 100% regulatory compliance in its efforts to remove or upgrade substandard underground storage tanks to prevent releases. Therefore, the risk of financial impact to the ODDCF is greatly reduced as compared to when the program began and the rate of releases was much greater. Our compliance standards place us at the top tier nationally among the states.

Completing regulatory closure of existing ODDCF cleanup projects depends on adequate revenues. In addition, the Safetank Release Prevention Program, which also relies on adequate revenues, can greatly reduce future cleanup expenses at on-premise-use heating oil facilities. Thus, the Board and DES work to ensure continuous improvement in management of the fund and make recommendations to the Governor and Legislature on addressing future revenue needs for this vital program.

## **Legislation and Rulemaking**

The most recent revisions to the Fund program rules under N.H. Administrative Rules Chapters Odb 100, 200 and 400 were adopted in September 2011, December 2013, and April 2014. An update to the rules is expected in February 2020.

## **Cleanup Project Activity**

For a typical project, the sequence of "phased" cleanup work from discovery of a release through regulatory closure is: emergency services, initial response, site characterization, site investigation, remedial plan preparation, remedial plan implementation, and monitoring. Monitoring may also occur at projects if remediation is delayed. The nature of the product released dictates the type of work needed to complete cleanup and achieve site closure. A gasoline release will typically spread further in the soil and groundwater than a fuel oil release. Therefore, a comprehensive site investigation is usually required prior to remedial plan development and implementation. In contrast, contamination from a fuel oil release is frequently limited to soil, and cleanup work typically occurs under the initial response phase. These projects can move more quickly to regulatory closure without a comprehensive site investigation.

ODDCF cleanup expenses from 1990 through the present were fairly evenly distributed among the initial response, site investigation, remedial, and monitoring phases as new projects were initiated and existing projects closed. In FY 2019 there were 894 active ODDCF-eligible projects, with 121 new projects reported during the fiscal year. Of the new projects, the majority were releases from on-premise-use fuel oil storage tank systems, with 115 discovered in FY 2019. In future years, DES anticipates the percentage of remedial costs will increase as regulatory closure of active projects is completed and the discovery of new releases requiring investigation diminishes for regulated AST, UST, and on-premise-use heating oil facilities.

Table 3 and Figure 1 in the Appendix, respectively, provide cleanup project statistics and illustrate the historic distribution of cleanup project costs for purposes of comparison among the four categories of ODDCF projects, based on the type of release.

### **Financial Activity**

Management Discussion of Income and Expenses: Annual operating revenue to the ODDCF is provided through import fees on petroleum products collected by the Department of Safety. The statute sets a "ceiling" and "floor" on the unobligated balance of the fund such that import fee collections are suspended when the ceiling is reached and collections resume when the balance is paid-down to the floor. However, current and future demand on the ODDCF will likely preclude reaching the ceiling. Ensuring that sufficient funds are available to support present and future cleanup projects is a primary focus of program planning.

Fund program financial operations follow the State FY calendar of July 1<sup>st</sup> to June 30<sup>th</sup>, and the state biennium budget cycle.

The Board is pleased to report the majority of program revenues are directed to achieving established goals and objectives, with overall program management and administrative costs for the ODDCF averaging approximately 13% of total expenses. DES supervisory, project management, facility compliance, and administrative staff are able to work under the fund on a program basis, through the use of a single administrative expense account that is supported by the fund. Overtime and compensatory time is also available to provide additional staff-hours as needed to meet peak workload demands, versus maintaining sufficient full-time staff to cover all potential workload demands. DES staff processed cleanup and release prevention claims, reimbursed for contracted cleanup costs, and managed cleanup work totaling \$11,385,796 in FY 2019.

Operating Revenues: ODDCF revenues increased 3.56% from \$15,974,503 in FY 2018 to \$16,543,015 in FY 2019. A level motor fuel import trend would reasonably be expected due to increases in vehicle miles traveled in the state being offset by increasing fuel efficiency. Retail price fluctuation of gasoline and diesel fuel may influence imports in future years and the impacts cannot be fully predicted. Revenues from fuel oil imports have generally declined with decreasing imports due to changing weather patterns and conversion to alternate heating fuels, such as natural gas, propane, or wood. The ODDCF balance increased 19.5% from \$12,107,712 at the end of FY 2018 to \$14,473,802 at the end of FY 2019. The increases in the balance are primarily due to significant turnover in program staff at DES, resulting in extended period with vacant positions and the resultant reduced pace of corrective action work approvals.

Program Management & Administrative Costs: Total program management and administrative cost allocations increased 3.1% between FY 2018 (\$2,706,216) and FY 2019 (\$2,791,129). As

noted previously, program management and administrative costs are historically approximately 13% of total expenses. Administrative cost allocation budgets for FY 2020 are based on an assumption that all positions remain filled, and applying conservative estimates for operating expenses and inter-agency transfers for program support costs.

Cleanup Project Expenses: ODDCF cleanup project reimbursements including contracted cleanup costs decreased 7.2% from \$11,853,137 in FY 2018 to \$11,001,020 in FY 2019. Demand is expected to remain steady due to the number of remediation projects. Such projects take time to complete the required preliminary investigations, cost analysis, planning, design, and bidding (if applicable.) Thus, total cleanup project expenses may increase or decrease from year to year. More projects are expected to be completed in FY 2020. The steady average annual demand for cleanup funds is attributable to a relatively slow decline in the number of active projects due to the high percentage with continuing groundwater impacts. Closing these projects requires considerable investment in active remediation or long-term monitoring of natural attenuation. In addition, the average annual demand resulting from on-premise-use facility projects is expected to be steady as new AST projects come to light as old heating oil tanks are removed. The proposed reimbursed cleanup budget for FY2020 and FY2021 is \$12,000,000 per year.

Release Prevention Expenses: Between FY 2018 and FY 2019, Safetank reimbursements increased 29.5%, from \$297,162 to \$384,776. This increase is primarily due to the passage of HB 380-FN in June of 2017, which increased the Safetank reimbursement limit from \$1,500 to \$2,250. Average annual demand of approximately \$450,000 is expected to continue for a number of years. The 2015 passage of HB 664-FN allows DES the opportunity to address the excess demand. Fully funding this important program will continue to offer benefits in future years through reduced cleanup expenses.

Total Available Funds: If total available funds, i.e., new revenues plus fund balance, are not sufficient, cleanup work may be delayed or postponed indefinitely. Delay or postponement increases the risk to public health and the environment as contaminants move further from the source property, through soil and water media. It is also important that reserve funds be available to respond to increases in petroleum releases that can occur following events like floods or ice storms. The total available funds provide DES with flexibility to address these unforeseen events and allow cleanup projects and Safetank work that may have been delayed in prior years to be completed.

Tables 4 and 5, respectively, in the Appendix summarize comparative FY 2018 and FY 2019 financial performance, and FY 2020 and FY 2021 projected revenues and expenses for the program.

**Appendix**

**Table 1 - Historic Financial Performance**

<b>Category</b>	<b>Oil Discharge &amp; Disposal Cleanup Fund (RSA 146-D)</b>
<b>Year Statute Effective</b>	<b>1988 <sup>(1)</sup></b>
<b>Revenues &amp; Start-up Funds</b>	<b>\$379,380,037</b>
<b>Program Management &amp; Administrative Costs</b>	<b>(\$45,969,833)</b>
<b>Loan Expenses <sup>(2)</sup></b>	<b>(\$2,400,000)</b>
<b>Program Management &amp; Administrative Costs - % of Total Expense</b>	<b>12.7%</b>
<b>Reimbursed Cleanup Expenses</b>	<b>(\$308,758,271)</b>
<b>Release Prevention (SafeTank) Expenses &amp; Research/Contracted Cleanup Expenses</b>	<b>(\$6,628,131)</b>
<b>Transfers</b>	<b>(\$1,150,000)</b>
<b>Balance</b>	<b>\$14,473,802</b>

**NOTES:**

(1) Original cleanup fund established in 1988. Additional were established in 1993 (RSA 146-E), 1995 (RSA 146-F), and 2001 (RSA 146-G). In 2016, all funds were consolidated under RSA 146-D.

(2) Loan expenses result from repayment of program start-up funds and other inter-fund loans (included in revenues.)

Oil Fund Disbursement Board FY 2019 Annual Report

Table 2 - Total Cleanup Costs (Active and Closed) by Community as of June 30, 2019



ACWORTH	\$19,292,80	CLAREMONT	\$3,028,348	GRAFTON	\$167,449	LOUDON	\$355,383
ALBANY	\$550,924	CLARKSVILLE	\$115,659	GRANTHAM	\$717,890	LYMAN	\$63,497
ALEXANDRIA	\$14,484	COLEBROOK	\$422,336	GREENFIELD	\$246,540	LYME	\$865,165
ALLENSTOWN	\$1,368,074	COLUMBIA	\$35,035	GREENLAND	\$1,864,671	LYNDEBOROUGH	\$15,039
ALSTEAD	\$561,851	CONCORD	\$9,766,832	GREENVILLE	\$459,348	MADBURY	\$277,455
ALTON	\$2,104,822	CONWAY	\$5,069,124	GROTON	\$105,787	MADISON	\$274,245
AMHERST	\$416,034	CORNISH	\$122,702	HAMPSTEAD	\$1,791,457	MANCHESTER	\$20,919,024
ANDOVER	\$270,468	CROYDON	\$36,085	HAMPTON	\$1,928,299	MARLBOROUGH	\$407,432
ANTRIM	\$742,179	DALTON	\$783,260	HAMPTON FALLS	\$290,755	MARLOW	\$411,011
ASHLAND	\$804,348	DANBURY	\$420,353	HANCOCK	\$49,322	MASON	\$992,707
ATKINSON	\$390,962	DANVILLE	\$284,376	HANOVER	\$2,485,347	MEREDITH	\$4,340,982
AUBURN	\$2,875,952	DEERFIELD	\$513,993	HARRISVILLE	\$199,601	MERRIMACK	\$1,624,445
BARNSTEAD	\$617,880	DEERING	\$155,989	HAVERHILL	\$1,571,223	MIDDLETON	\$47,770
BARRINGTON	\$521,579	DERRY	\$5,030,372	HEBRON	\$39,196	MILAN	\$109,125
BARTLETT	\$666,920	DIXVILLE	\$864,979	HENNIKER	\$524,243	MILFORD	\$4,541,074
BATH	\$69,204	DORCHESTER	\$21,382	HILL	\$42,712	MILTON	\$513,662
BEDFORD	\$3,101,816	DOVER	\$10,826,865	HILLSBOROUGH	\$4,672,616	MONROE	\$12,721
BELMONT	\$2,539,358	DUBLIN	\$164,562	HINSDALE	\$540,139	MONT VERNON	\$498,954
BENNINGTON	\$246,285	DUNBARTON	\$569,385	HOLDERNESS	\$263,608	MOULTONBOROUGH	\$3,418,295
BERLIN	\$1,299,676	DURHAM	\$1,446,214	HOLLIS	\$299,271	NASHUA	\$10,276,415
BETHLEHEM	\$920,115	EAST KINGSTON	\$99,227	HOOKSETT	\$1,568,038	NELSON	\$335,957
BOSCAWEN	\$1,581,935	EFFINGHAM	\$52,107	HOPKINTON	\$1,415,279	NEW BOSTON	\$571,642
BOW	\$821,120	ENFIELD	\$2,371,557	HUDSON	\$1,825,375	NEW CASTLE	\$253,086
BRADFORD	\$1,785,682	EPPING	\$3,299,568	JACKSON	\$164,691	NEW DURHAM	\$195,460
BRENTWOOD	\$463,834	EPSOM	\$2,835,294	JAFFREY	\$1,551,094	NEW HAMPTON	\$610,793
BRIDGEWATER	\$368,077	ERROL	\$635,548	JEFFERSON	\$270,732	NEW IPSWICH	\$1,754,444
BRISTOL	\$893,047	EXETER	\$4,699,733	KEENE	\$5,057,800	NEW LONDON	\$1,369,081
BROOKFIELD	\$16,210	FARMINGTON	\$706,107	KENSINGTON	\$274,334	NEWBURY	\$598,782
BROOKLINE	\$44,140	FITZWILLIAM	\$818,018	KINGSTON	\$2,204,570	NEWFIELDS	\$143,913
CAMBRIDGE	\$10,779	FRANCESTOWN	\$416,147	LACONIA	\$8,907,000	NEWINGTON	\$1,480,507
CAMPTON	\$802,435	FRANCONIA	\$366,740	LANCASTER	\$1,587,504	NEWMARKET	\$1,078,288
CANAAN	\$1,741,110	FRANKLIN	\$1,997,034	LANGDON	\$26,025	NEWPORT	\$3,123,780
CANDIA	\$609,939	FREEDOM	\$626,916	LEBANON	\$7,461,868	NEWTON	\$594,255
CANTERBURY	\$479,149	FREMONT	\$576,307	LEE	\$4,821,726	NORTH HAMPTON	\$1,233,680
CARROLL	\$899,980	GILFORD	\$1,998,902	LEMPSTER	\$865,324	NORTHFIELD	\$655,013
CENTER HARBOR	\$109,253	GILMANTON	\$531,342	LINCOLN	\$1,114,627	NORTHUMBERLAND	\$1,004,756
CHARLESTOWN	\$504,683	GILSUM	\$61,656	LISBON	\$477,251	NORTHWOOD	\$2,615,009
CHESTER	\$236,806	GOFFSTOWN	\$2,836,566	LITCHFIELD	\$509,956	NOTTINGHAM	\$687,475
CHESTERFIELD	\$483,150	GORHAM	\$1,616,306	LITTLETON	\$2,399,683	ORANGE	\$19,947
CHICHESTER	\$2,104,184	GOSHEN	\$513,058	LONDONDERRY	\$3,208,131	ORFORD	\$134,955

Oil Fund Disbursement Board FY 2019 Annual Report

**Table 2 - Total Cleanup Costs (Active and Closed) by Community as of June 30, 2019**



OSSIPEE	\$3,559,651	TAMWORTH	\$458,694
PELHAM	\$1,436,699	TEMPLE	\$29,318
PEMBROKE	\$685,160	THORNTON	\$77,596
PETERBOROUGH	\$1,782,328	TILTON	\$2,928,239
PIERMONT	\$433,830	TROY	\$159,040
PINKHAMS GRANT	\$321,496	TUFTONBORO	\$1,166,391
PITTSBURG	\$278,632	UNITY	\$358,301
PITTSFIELD	\$1,045,777	WAKEFIELD	\$3,093,719
PLAINFIELD	\$296,760	WALPOLE	\$859,806
PLAISTOW	\$3,077,754	WARNER	\$444,960
PLYMOUTH	\$4,873,183	WARREN	\$489,165
PORTSMOUTH	\$7,991,373	WASHINGTON	\$9,384
RAYMOND	\$1,767,461	WATERVILLE VALLEY	\$509,857
RICHMOND	\$1,524,296	WEARE	\$3,910,265
RINDGE	\$351,890	WEBSTER	\$29,435
ROCHESTER	\$7,597,939	WENTWORTHS LOCATI	\$63,069
ROLLINSFORD	\$1,155,297	WESTMORELAND	\$95,540
RUMNEY	\$192,628	WHITEFIELD	\$1,423,406
RYE	\$832,364	WILMOT	\$117,564
SALEM	\$7,915,683	WILTON	\$551,240
SALISBURY	\$133,349	WINCHESTER	\$1,459,876
SANBORNTON	\$638,943	WINDHAM	\$5,783,357
SANDOWN	\$305,107	WINDSOR	\$131,725
SANDWICH	\$357,504	WOLFEBORO	\$3,012,814
SEABROOK	\$1,428,352	WOODSTOCK	\$504,397
SHARON	\$10,114		
SOMERSWORTH	\$3,072,933		
SOUTH HAMPTON	\$135,571		
STARK	\$48,795		
STEWARTSTOWN	\$101,044		
STODDARD	\$487,791		
STRAFFORD	\$894,099		
STRATFORD	\$977,022		
STRATHAM	\$1,415,350		
SUGAR HILL	\$66,801		
SULLIVAN	\$51,101		
SUNAPEE	\$638,630		
SURRY	\$521,545		
SUTTON	\$487,132		
SWANZEY	\$1,183,488		

Oil Fund Disbursement Board FY 2019 Annual Report



**Table 3 - Distribution of Cleanup Projects as of June 30, 2019**

Project Type		Total New Projects in FY 2019	Eligible Projects in Progress by Cleanup "Phase"					Eligible Projects Completed	
			Initial Response Action	Site Investigation	Remedial Action	Monitoring	Total In Progress	Number	Average Years to Complete
Gasoline and Diesel Releases	Above Ground Storage Tank (AST)	1	0	4	7	25	36	61	6.7
	Underground Storage Tank (UST)	4	0	71	57	408	536	1,105	8.4
Gasoline Ethers (MtBE and Related Compounds) Releases		0	0	5	13	28	46	175	5.4
Heating Oil Releases	Above Ground Storage Tank (AST)	0	0	0	1	5	6	21	7.3
	On Premise Use Fuel (OPUF)	115	145	60	5	47	257	2,118	1.8
Motor Oil & Used Motor Oil Releases		1	1	3	1	8	13	42	4.7

**Initial Response Action** includes activities to contain a petroleum discharge and abate immediate environmental and public health risks. The work may include soil removal, petroleum recovery and vapor mitigation. Less complex projects, e.g., on-premise-use fuel oil discharges at private homes, may remain in this phase from start to completion.

**Site Investigation** is needed at more complex projects to determine the magnitude and extent of contamination to develop a remedial plan. A typical investigation involves installation of groundwater monitoring wells and sampling/analysis to determine groundwater flow and receptors.

**Remedial Action** is needed at more complex projects to remove or treat contamination in soil and groundwater, and abate vapor problems.

**Monitoring** is performed to determine if/when groundwater contamination has decreased to State standards. For some projects under Monitoring, completion could be accelerated with active remediation. For gasoline ether projects, monitoring also includes a public water supply that is performing additional periodic water quality analysis due to the presence of MtBE.

**Oil Fund Disbursement Board FY 2019  
Annual Report**



**Table 4 - 2018/2019 Comparative Financial Performance**

	FY 18	FY 19
<b>Beginning Balance</b>	\$11,050,729	\$12,107,712
<b>Revenues (1)</b>	\$15,913,503	\$16,543,015
<b>Program Management &amp; Administrative Costs (2)</b>	(\$2,706,216)	(\$2,791,129)
<b>Reimbursed Cleanup Expenses (3)</b>	(\$11,800,955)	(\$10,957,665)
<b>Contracted Cleanup Expenses (4)</b>	(\$52,187)	(\$43,355)
<b>Release Prevention Expenses (SafeTank) (5)</b>	(\$297,162)	(\$384,776)
<b>Ending Balance</b>	\$12,107,712	\$14,473,802

**NOTES:**

- (1) Total revenues include import fees, interest and inter-fund transfers.
- (2) Program management and administrative costs include: DES project management, fund administration and facility compliance services, Dept. of Safety import fee collection activities, and Dept. of Justice legal services.
- (3) Cleanup expenses are for reimbursement of costs incurred by eligible parties.
- (4) Contracted cleanups are for locations where the MtBE contamination source is unknown. At such locations NHDES may provide temporary water supplies and perform investigations and other work to address the contamination.
- (5) Release prevention expenses are for reimbursement of up to \$2,250 for low-income homeowners to replace substandard heating oil storage tanks.

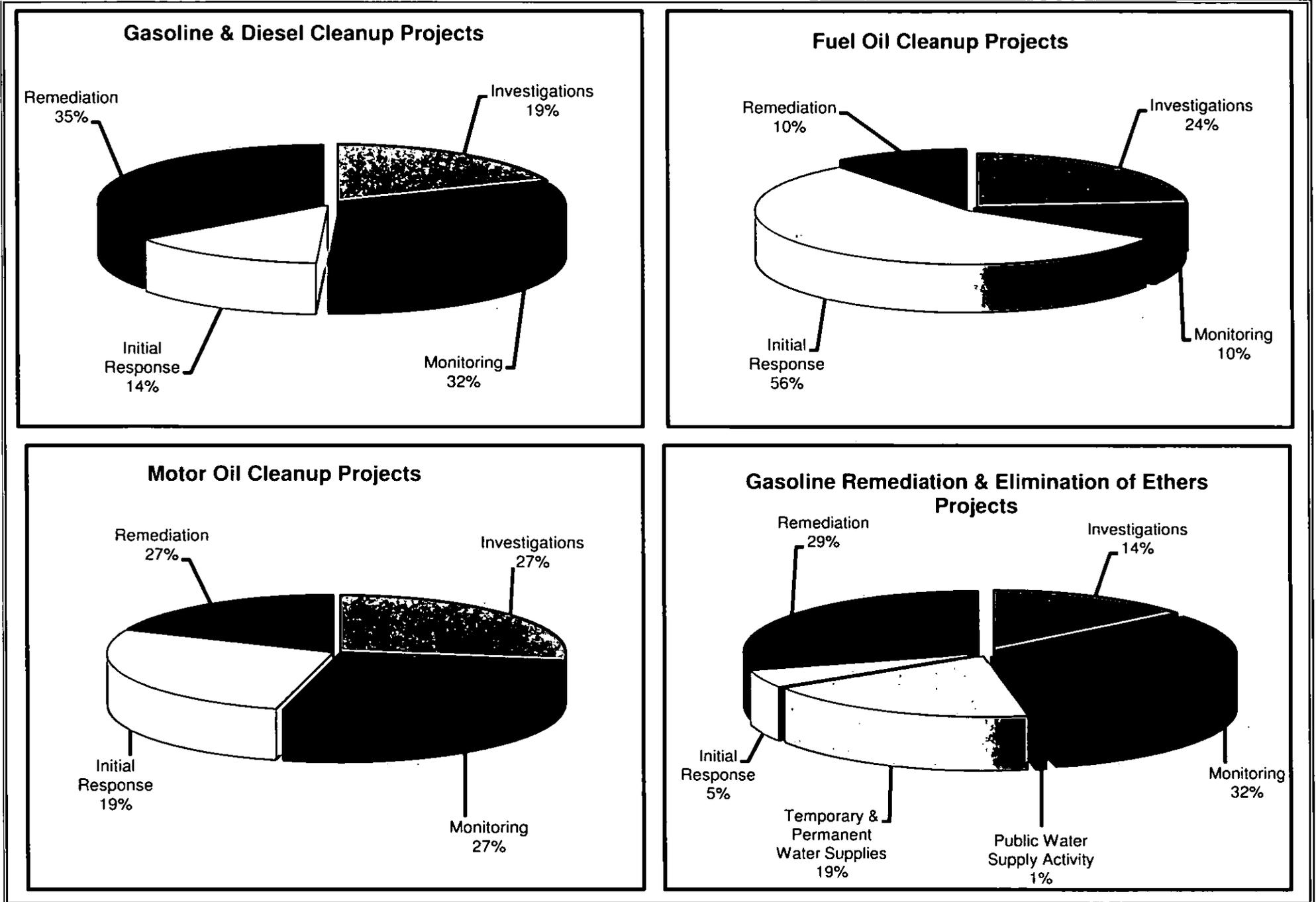
**Oil Fund Disbursement Board FY 2019  
Annual Report**



**Table 5 - FY 2020 & FY 2021 *Projected***

<b>Category</b>	<b>Oil Discharge &amp; Disposal Cleanup Account (RSA 146-D)</b>	
	<b>2020</b>	<b>2021</b>
<b>Beginning Balance</b>	<b>\$14,473,802</b>	<b>\$14,010,802</b>
<b>Revenues</b>	<b>\$16,000,000</b>	<b>\$16,000,000</b>
<b>Program Management &amp; Administrative Costs</b>	<b>(\$3,800,000)</b>	<b>(\$3,900,000)</b>
<b>Reimbursed Cleanup Expenses</b>	<b>(\$12,000,000)</b>	<b>(\$12,000,000)</b>
<b>Contracted Cleanup Expenses</b>	<b>(\$213,000)</b>	<b>(\$270,000)</b>
<b>Release Prevention</b>	<b>(\$450,000)</b>	<b>(\$450,000)</b>
<b>Ending Balance</b>	<b>\$14,010,802</b>	<b>\$13,390,802</b>

**Figure 1 - Distribution of Reimbursed Costs by Project Type as of June 30, 2019**



50 sdm

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The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

October 5, 2020

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Approve the Sangalis Family Trust 2012's request to perform the following work on Lake Winnepesaukee in Moultonborough. File # 2020-01165. This project will not have significant impact on or adversely affect the values of Lake Winnepesaukee.

Remove 258 square feet of existing breakwater, reconfigure the lakeward end of the remaining 39 linear feet of breakwater, repair 4 foot x 45 foot cantilevered pier, construct a 6 foot x 28 foot pier supported by two 6 foot x 6 foot cribs and accessed by a 6 foot 15 foot connecting walkway supported by a single 6 foot x 6 foot crib, install a 14 foot x 30 foot seasonal canopy, a permanent boatlift and two seasonal personal watercraft lifts on an average of 147 feet of frontage along Lake Winnepesaukee on Long Island in Moultonborough.

The New Hampshire Department of Environmental Services (NHDES) imposed the following conditions as part of this approval:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the revised plans dated July 28, 2020 by Watermark Marine Construction, as received by the NH Department of Environmental Services (NHDES) on August 3, 2020.
2. This permit shall not be effective until it has been recorded in the Carrol County Registry of Deeds and a copy of the recorded permit has been provided to the NHDES as required pursuant to RSA 482-A:3, and Env-Wt 314.02.
3. All portions of the docking structures, including the breakwater toe-of-slope, shall be located at least 20 feet from the abutting property lines and no watercraft shall be secured to the docking facility such that it crosses over the imaginary extension of the property lines over the surface water as required by RSA 482-A:3, XIII.
4. In accordance with Env-Wt (e) 512.04(e), the breakwater, when measured from the normal high water line (Elev. 504.32), shall have no point more than 50 feet from the normal high water line, a total length of no more than 41 feet and a gap of 9 feet or more between the breakwater and shoreline.
5. In accordance with Env-Wt 512.05(b), no rocks shall be stockpiled in any jurisdictional area.
6. Any subdivision of the property frontage will require removal of a sufficient portion of the docking structures to comply with the dock size and density requirements in effect at the time of the subdivision as required to maintain compliance with Env-Wt 314.02 and Env-Wt 513.12.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

TDD Access: Relay NH 1 (800) 735-2964

7. No portion of the cantilevered docking structure shall extend more than 45 feet from the shoreline at full lake elevation (Elev. 504.32) pursuant to Env-Wt 513.22, (a).
8. In accordance with Env-Wt 513.21(c), a seasonal lift shall be installed and removed the same as a seasonal dock, as described in Env-Wt 513.22(b).
9. The use of this structure shall be limited to the docking and securing of watercraft as required to comply with Env-Wt 307.09.
10. Owners of permanent docking structures which are not maintained so as to be structurally sound and usable for their intended purpose shall remove those docking structures in accordance with Env-Wt 513.22(c), to prevent hazards to public safety, navigation, and recreation.
11. Cribs shall not exceed 6 feet long by 6 feet wide, and shall be of sufficient height to support the docking structure above normal full lake level (Elev. 504.32) as required per Env-Wt 513.15, (g), (1).
12. Crib material shall be timber, concrete, or other non-toxic material, and of such size and spacing as necessary to completely contain the ballast as required per Env-Wt 513.15, (g), (4).
13. The canopy, including the support frame and cover, shall be designed and constructed to be readily removed at the end of the boating season and shall be removed for the non-boating season as required per Env-Wt 513.19.
14. Pursuant to Env-Wt 102.33 and Env-Wt 513.19, (a) no sides may be attached to, or hung beneath any seasonal canopy.
15. Work authorized shall be carried out in accordance with Env-Wt 307 such that appropriate turbidity controls are in place to protect water quality, that no turbidity escapes the immediate dredge area, and that appropriate turbidity controls shall remain until suspended particles have settled and water at the work site has returned to normal clarity.
16. All dredged and excavated material and construction-related debris shall be placed outside of those areas subject to RSA 482-A or RSA-483-B unless a permit for the deposition of materials within those areas has been obtained as required per RSA 482-A:3 or RSA 483-B:5-b respectively.
17. No activity shall be conducted in such a way as to cause or contribute to any violation of surface water quality standards specified in RSA 485-A:8 or Env-Wq 1700 as required pursuant to Env-Wt 307.03(a).
18. No agitating or heating device shall be installed for the purpose of inhibiting the formation of ice in proximity to the approved structures unless it has been registered with the municipal clerk of the town in which such device shall be operated pursuant to RSA 270:34 Registration Required.
19. Pursuant to RSA 270:33, Heating, Agitating, or Other Devices in Public Waters; Safety Hazard, no agitating or heating device installed in accordance with RSA 270:34 shall inhibit or prevent the natural formation of ice in such a manner as to impede either the ingress or egress to or from the ice from any property other than that of the owner of the device.
20. Pursuant to RSA 482-A:14, RSA 482-A:14-b, and RSA 482-A:14-c, the NHDES is authorized to take appropriate compliance actions should it be determined that, based upon additional information which becomes available, any of the structures depicted as "existing" on the plans submitted by or on behalf of the permittee were not previously permitted or grandfathered.

#### EXPLANATION

The NHDES approved this project on August 31, 2020. The NHDES supported its decision with the following findings:

1. This is a major impact project per Administrative Rule Env-Wt 513.24(c)(3), the proposed docking structures are proposed adjacent to and attached to a breakwater.
2. The applicant has an average of 147 feet of frontage along Lake Winnepesaukee.
3. A maximum of 2 slips may be permitted on this frontage per Rule Env-Wt 513.12, Frontage Requirements for Private and Non-commercial Docking Structures.
4. The proposed docking facility will provide 2 slips as defined per RSA 482-A:2, VIII, and therefore meets Rule Env-Wt 513.12.
5. The NHDES finds that because the project is not of significant public interest and will not significantly impair the resources of Lake Winnepesaukee a public hearing under RSA 482-A:8 is not required.
6. The applicant has provided the NHDES with evidence that the property has insufficient water depth as required by Env-Wt 513.08(b).
7. The NHDES has accepted the evidence of the physical hardship and approved the extension of a crib and cantilevered pier beyond that permissible under Env-Wt 513.11(a)(1)(b).
8. The NHDES finds that the project as proposed and conditioned meets the requirements of RSA 482-A and the Wetlands Program Code of Administrative Rules Chapters Env-Wt 100 - 900.

Application file documents are being forwarded to the Governor and the Executive Council in connection with their consideration of this matter pursuant to RSA 482-A:3, II.(a) as it is a major project in public waters of the state.

We respectfully request your approval of this item.



Robert R. Scott  
Commissioner

*\* Wetlands Copy \*  
orig. photos attached*



STANDARD DREDGE AND FILL  
WETLANDS PERMIT APPLICATION  
Water Division/Land Resources Management  
Wetlands Bureau  
Check the Status of your Application



RSA/Rule: RSA 482-A/Env-Wt 100-900

APPLICANT'S NAME: SANGALIS

TOWN NAME: Moultonboro

			File # <u>2020-01165</u>
			Check No: <u>1729</u>
			Amount: <u>\$2,593.60</u>
			Initials: <u>LSL</u>

A person may request a waiver to requirements in Rules Env-Wt 100-900 to accommodate situations where strict adherence to the requirements would not be in the best interests of the public or the environment. A person may also request a waiver of standard for existing dwellings over water pursuant to RSA 482-A:26, III (b). For more information, please consult the request form.

**SECTION 1 - REQUIRED PLANNING FOR ALL PROJECTS (Env-Wt 306.05; RSA 482-A:3; I(d)(2))**  
Please use the Wetland Permit Planning Tool (WPPT), the Natural Heritage Bureau (NHB) DataCheck Tool, the Aquatic Resource Mapper, or other sources to assist in identifying key features such as: priority resource areas (PRAs); protected species or habitats; coastal areas; designated rivers; or designated prime wetlands.

Has the required planning been completed?  Yes  No

Does the property contain a PRA?  Yes  No. If yes, provide the following information:

- Does the project qualify for an Impact Classification Adjustment or a Project-Type Exception (See Env-Wt 407.02 and Env-Wt 407.04)?  Yes  No
- Protected species or habitat?  Yes  No. If yes, species or habitat name(s):
- NHB Project ID #: 20-1175
- Bog?  Yes  No
- Floodplain wetland contiguous to a tier 3 or higher watercourse?  Yes  No
- Designated Prime Wetland or duly-established 100-foot buffer?  Yes  No
- Sand dune, tidal wetland, tidal water, or undeveloped tidal buffer zone?  Yes  No

Is the property within a Designated River corridor?  Yes  No. If yes, provide the following information:

- Name of Local River Management Advisory Committee (LAC):
- A copy of the application was sent to the LAC on Month:  Day:  Year:

For stream crossing projects, provide watershed size: N/A

For dredging projects, is the subject property contaminated?  Yes  No  
If yes, list contaminant:

Is there potential to impact impaired waters, class A waters, or outstanding resource waters?  Yes  No

**SECTION 2 - PROJECT DESCRIPTION (Env-Wt 311.04(i))**

Provide a brief description of the project and the purpose of the project, outlining the scope of work to be performed and whether impacts are temporary or permanent. DO NOT reply "See attached" in the space provided below.

Remove "L" section of previously approved breakwater (less 258 sq ft - net less 28 cu yds) and add "L" shaped crib dock (290 sq ft) to provide two sub-standard boat slips on 147 ft average frontage. Rebuild/repair existing 4 ft x 45 ft cantilevered dock "in-kind", install a 14 ft x 30 ft seasonal canvas canopy (420 sq ft) and permanent boatlift. Install two seasonal PWC lifts adjacent to the dockage. The net proposed structure meets current regulations and would be readily approved in its entirety so Env-Wt 513.23 "Modification" should not apply.

This site meets the criteria for permanent docks, ice clusters, and breakwater construction.

The project will be surrounded with a turbidity curtain during work and until stabilization.

Total net impacts: 548 sq ft (+ 4 sq ft temp.).

**SECTION 3 - PROJECT LOCATION**

Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.

ADDRESS: 21 Windy Point Road

TOWN/CITY: Moultonboro

TAX MAP/BLOCK/LOT/UNIT: # 291-031-000

US GEOLOGICAL SURVEY (USGS) TOPO MAP WATERBODY NAME: Winnipesaukee

N/A

(Optional) LATITUDE/LONGITUDE in decimal degrees  
(to five decimal places):

° North  
° West

see USGS

**SECTION 4 - APPLICANT (DESIRED PERMIT HOLDER) INFORMATION (Env-Wt 311.04(a))**

If the applicant is a trust or a company, then complete with the trust or company information.

NAME: Sangalis Family Trust 2012 (Gregory Sangalis, Trustee)

MAILING ADDRESS:

TOWN/CITY:

STATE:

ZIP CODE

EMAIL ADDRESS:

FAX:

PHONE:

ELECTRONIC COMMUNICATION: By initialing here: \_\_\_\_\_, I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 5 - AUTHORIZED AGENT INFORMATION (Env-Wt 311.04(c))**

N/A

LAST NAME, FIRST NAME, M.I.: Goodwin, Paul W.

COMPANY NAME: Watermark Marine Const.

MAILING ADDRESS: 1218 Union Avenue

TOWN/CITY: Laconia

STATE: NH

ZIP CODE: 03246

EMAIL ADDRESS: pwg@docksource.co

FAX: 603-524-8100

PHONE: 603-293-4000

ELECTRONIC COMMUNICATION: By initialing here PWG, I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 6 - PROPERTY OWNER INFORMATION (IF DIFFERENT THAN APPLICANT) (Env-Wt 311.04(b))**  
 If the owner is a trust or a company, then complete with the trust or company information.  
 Same as applicant

NAME: Owner is applicant...

MAILING ADDRESS:

TOWN/CITY:  STATE:  ZIP CODE:

EMAIL ADDRESS:  FAX:  PHONE:

ELECTRONIC COMMUNICATION: By initialing here , I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 7 - RESOURCE-SPECIFIC CRITERIA ESTABLISHED IN Env-Wt 400, Env-Wt 500, Env-Wt 600, Env-Wt 700, OR Env-Wt 900 HAVE BEEN MET (Env-Wt 313.01(a)(3)).**

Describe how the resource-specific criteria have been met for each Chapter listed above (please attach information about stream crossings, coastal resources, prime wetlands, or non-tidal wetlands and surface waters). Detailed references to Administrative Rules are included on the proposed plans...the proposed structure utilizes the existing, previously approved, structure such that there are only 548 sq ft (+/-) of impact necessary to create two sub-standard boatslips to provide safe dockage in this shallow area...the net proposed structure meets current breakwater and permanent dock criteria for approval...

Two boatslips are allowed at this site (147 ft avg. frontage) under Env-Wt 513.12.

This site meets the criteria for B/W construction under Env-Wt 513.02, 513.04, and 512.05(b).

This site meets the criteria for permanent dock construction under Env-Wt 513.04 & 513.15.

This project meets the criteria for docking structures under Env-Wt 513.03, 513.10, and 513.08(a)(b)&(d).

**SECTION 8 - AVOIDANCE AND MINIMIZATION**

Impacts within wetland jurisdiction must be avoided to the maximum extent practicable (Env-Wt 313.03(a)). If all impacts cannot be avoided, a functional assessment is required for minor and major projects (Env-Wt 311.03(b)(10)). Any project with unavoidable jurisdictional impacts must then be minimized as described in the Wetlands Best Management Practice Techniques For Avoidance and Minimization and the Wetlands Permitting: Avoidance, Minimization and Mitigation Fact Sheet.

Please refer to the application checklist to ensure that you have attached all documents related to avoidance and minimization, as well as functional assessment (where applicable). You can use the Avoidance and Minimization Checklist, the Avoidance and Minimization Narrative, or your own avoidance and minimization narrative.

**SECTION 9 - MITIGATION REQUIREMENT (Env-Wt 311.02)**

If unavoidable jurisdictional impacts require mitigation, a mitigation pre-application meeting must occur at least 30 days but not more than 90 days prior to submitting this Standard Dredge and Fill Permit Application.

Mitigation Pre-Application Meeting Date: Month:  Day:  Year:

N/A - Mitigation is not required

**SECTION 10 - THE PROJECT MEETS COMPENSATORY MITIGATION REQUIREMENTS (Env-Wt 313.01(a)(1)c)**

Have you submitted a compensatory mitigation proposal that meets the requirements of Env-Wt 800 for all permanent impacts that will remain after avoidance and minimization demonstration?  Yes  No

N/A - Mitigation is not required

**SECTION 11 - IMPACT AREA (Env-Wt 311.04(g))**

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact, and note whether the impact is after-the-fact (ATF; i.e., work was started or completed without required permitting).

For intermittent and ephemeral\* streams, the linear footage of impact is measured along the thread of the channel. \*Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309.02(d), however other dredge or fill impacts should be included below.

For perennial streams/ivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.

Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials).

Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

JURISDICTIONAL AREA		PERMANENT			TEMPORARY		
		SF	LF	ATF	SF	LF	ATF
Wetlands	Forested Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Scrub-shrub Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Emergent Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Wet Meadow			<input type="checkbox"/>			<input type="checkbox"/>
	Vernal Pool			<input type="checkbox"/>			<input type="checkbox"/>
	Designated Prime Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Duly-established 100-foot Prime Wetland Buffer			<input type="checkbox"/>			<input type="checkbox"/>
Surface Water	Intermittent / Ephemeral* Stream			<input type="checkbox"/>			<input type="checkbox"/>
	Perennial Stream or River			<input type="checkbox"/>			<input type="checkbox"/>
	Lake / Pond			<input type="checkbox"/>			<input type="checkbox"/>
	Docking - Lake / Pond	548	net 0	<input type="checkbox"/>	4	0	<input type="checkbox"/>
	Docking - River			<input type="checkbox"/>			<input type="checkbox"/>
Banks	Bank - Intermittent Stream			<input type="checkbox"/>			<input type="checkbox"/>
	Bank - Perennial Stream / River			<input type="checkbox"/>			<input type="checkbox"/>
	Bank/shoreline - Lake / Pond			<input type="checkbox"/>			<input type="checkbox"/>
Tidal	Tidal Waters			<input type="checkbox"/>			<input type="checkbox"/>
	Tidal Marsh			<input type="checkbox"/>			<input type="checkbox"/>
	Sand Dune			<input type="checkbox"/>			<input type="checkbox"/>
	Undeveloped Tidal Buffer Zone (TBZ)			<input type="checkbox"/>			<input type="checkbox"/>
	Previously-developed TBZ			<input type="checkbox"/>			<input type="checkbox"/>
	Docking - Tidal Water			<input type="checkbox"/>			<input type="checkbox"/>
<b>TOTAL</b>		<b>548</b>			<b>4</b>		

lrm@des.nh.gov or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

**SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)**

**MINIMUM IMPACT FEE:** Flat fee of \$400

**NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION:** Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions)

**MINOR OR MAJOR IMPACT FEE:** Calculate using the table below:

Permanent and temporary (non-docking):	4 SF	× \$0.40 =	\$ 1.60
Seasonal docking structure:	2 SF	× \$2.00 =	\$ 4.00
Permanent docking structure:	548 SF	× \$4.00 =	\$ 2,192.00
Projects proposing shoreline structures (including docks) add \$400 =			\$ 400.00
Total =			\$ 2,593.60

The application fee for minor or major impact is the above calculated total or \$400, whichever is greater = \$ 2,593.60

**SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)**

Indicate the project classification.

Minimum Impact Project       Minor Project       Major Project

**SECTION 14 - REQUIRED CERTIFICATIONS (Env-Wt 311.11)**

Initial each box below to certify:

Initials: <i>[Signature]</i>	To the best of the signer's knowledge and belief, all required notifications have been provided.
Initials: <i>[Signature]</i>	The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.
Initials: <i>[Signature]</i>	<p>The signer understands that:</p> <ul style="list-style-type: none"> <li>The submission of false, incomplete, or misleading information constitutes grounds for NHDES to:                     <ol style="list-style-type: none"> <li>Deny the application.</li> <li>Revoke any approval that is granted based on the information. And</li> <li>If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1.</li> </ol> </li> <li>The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641.</li> <li>The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.</li> </ul>
Initials: <i>[Signature]</i>	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

**SECTION 15 - REQUIRED SIGNATURE (Env-Wt 311.04(d); Env-Wt 311.11)**

SIGNATURE (OWNER): <i>[Signature]</i>	PRINT NAME LEGIBLY: Gregory Sangalis, Trustee	DATE: 5-12-20
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER): <i>[Signature]</i>	PRINT NAME LEGIBLY: <i>[Signature]</i>	DATE:
SIGNATURE (AGENT, IF APPLICABLE): <i>[Signature]</i>	PRINT NAME LEGIBLY: <i>[Signature]</i>	DATE:

<b>SECTION 16 - TOWN / CITY CLERK SIGNATURE (Env. Wt 311.04(f))</b>	
As required by RSA 482-A:3, I(a),(1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.	
TOWN/CITY CLERK SIGNATURE:	PRINT NAME LEGIBLY:
TOWN/CITY: <u>Moultonboro</u>	DATE:

**DIRECTIONS FOR TOWN/CITY CLERK:**

Per RSA 482-A:3, I(a)(1)

1. IMMEDIATELY sign the original application form and four copies in the signature space provided above.
2. Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
3. IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board. And
4. Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

**DIRECTIONS FOR APPLICANT:**

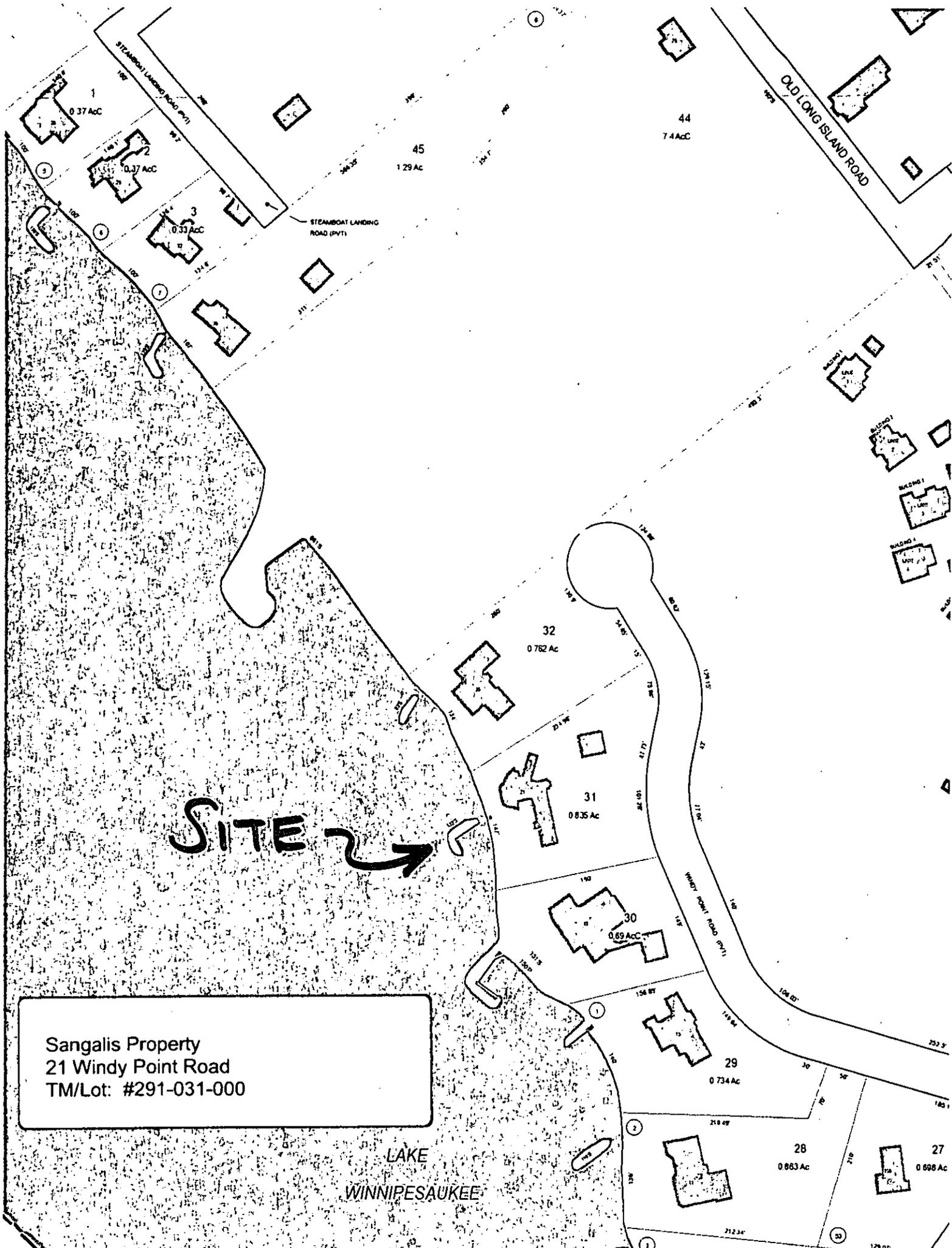
Submit the single, original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page.

**Sangalis 2012 Family Trust  
Moultonboro, NH  
TM/Lot: 291-031-000**

[irm@des.nh.gov](mailto:irm@des.nh.gov) or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

[www.des.nh.gov](http://www.des.nh.gov)



Sangalis Property  
21 Windy Point Road  
TM/Lot: #291-031-000

LAKE  
WINNIPESAUKEE

SITE →

OLD LONG ISLAND ROAD

STEAMBOAT LANDING ROAD (PVT)

WINDY POINT ROAD (PVT)

BUILDING 1  
BUILDING 2  
BUILDING 3  
BUILDING 4

45  
1.29 Ac

44  
7.4 Ac

32  
0.752 Ac

31  
0.835 Ac

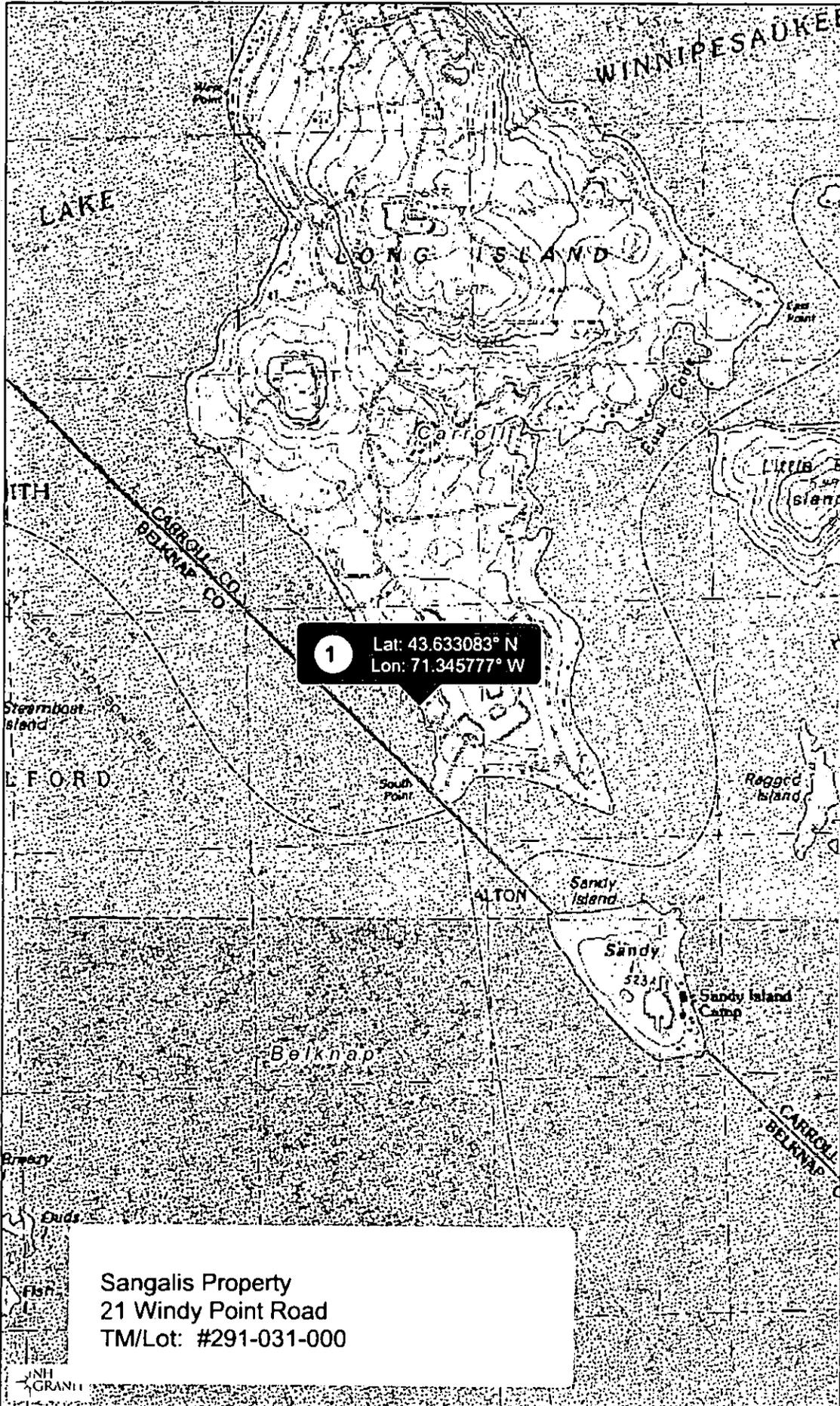
30  
0.69 Ac

29  
0.734 Ac

28  
0.863 Ac

27  
0.608 Ac

# Sangalis Property



## Legend

- State
- County
- City/Town

**1** Lat: 43.633083° N  
Lon: 71.345777° W

Map Scale

1: 24,000

© NH GRANIT, www.granit.unh.edu

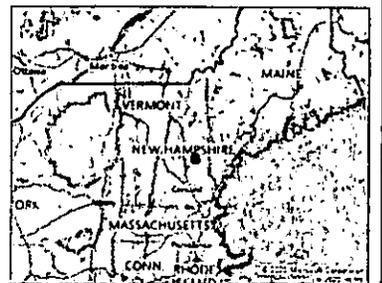
Map Generated: 4/28/2020



## Notes

21 Windy Point Road, Moultonboro

Sangalis Property  
21 Windy Point Road  
TM/Lot: #291-031-000





## New Hampshire Natural Heritage Bureau

---

**To:** Paul Goodwin  
Watermark Marine Construction  
1218 Union Avenue  
Laconia, NH 03246

**Date:** 4/28/2020

**From:** NH Natural Heritage Bureau

**Re:** Review by NH Natural Heritage Bureau of request dated 4/28/2020

NHB File ID: NHB20-1175

Applicant: Greg & Jane Sangalis

**Location:** Tax Map(s)/Lot(s): 291 Lots 032 & 031  
Moultonborough

**Project Description:** add length to existing dockage and breakwaters for safe dockage (legal boatslips) due to shallow water at the sites

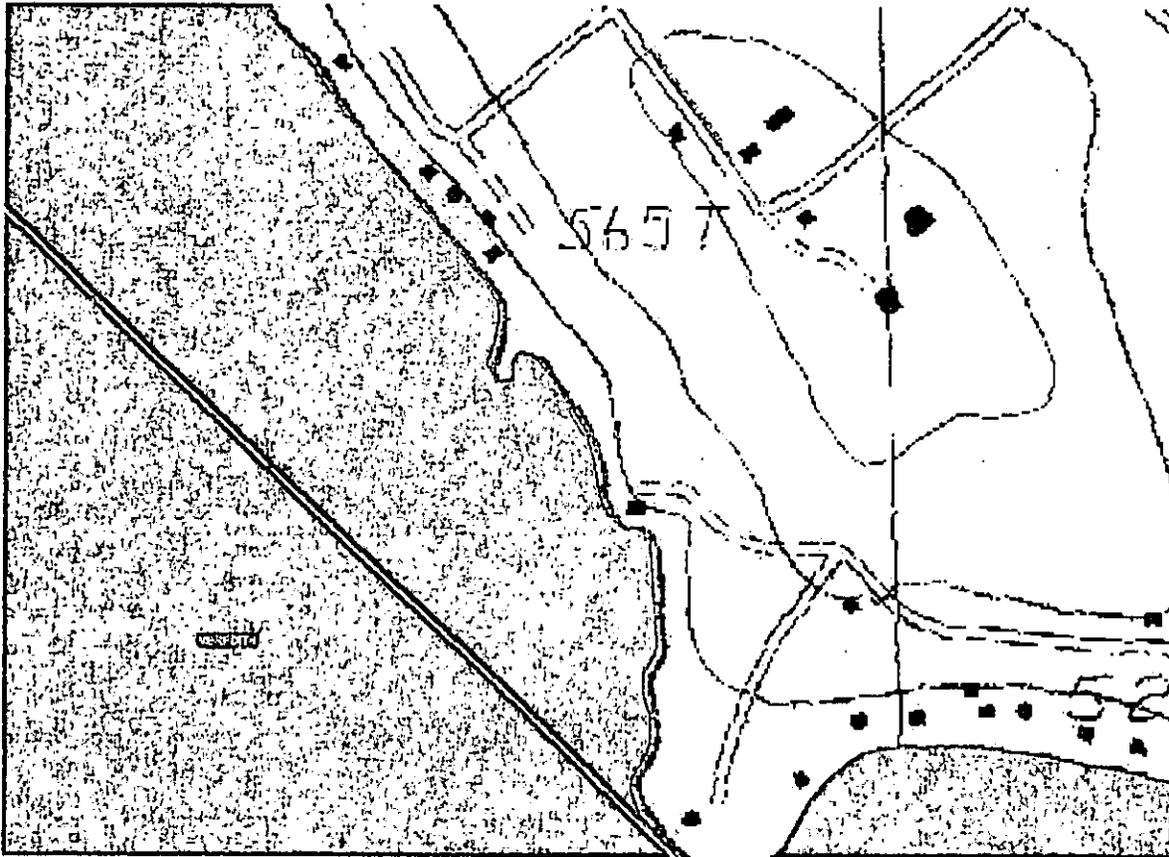
The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

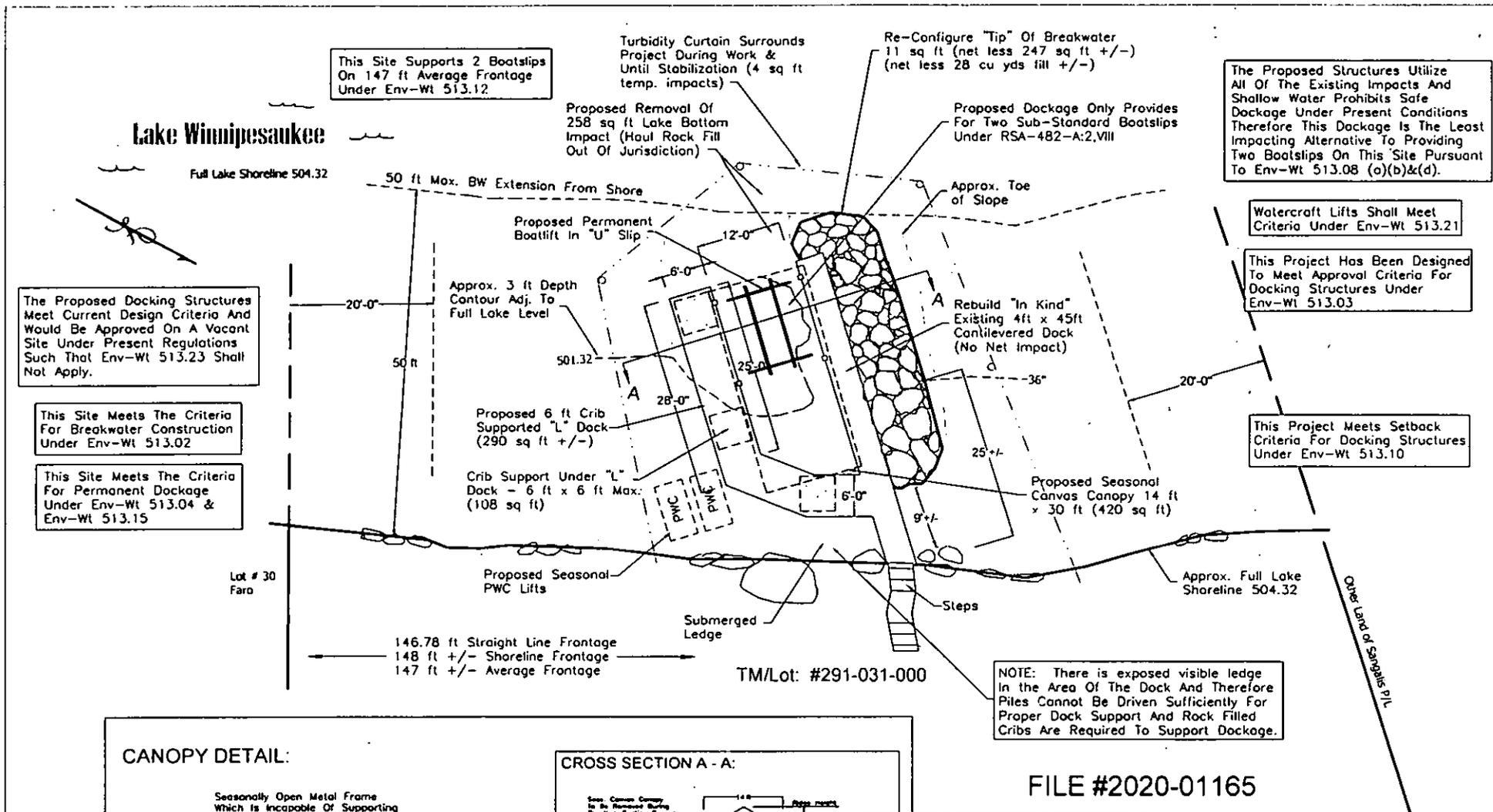
This report is valid through 4/27/2021.



MAP OF PROJECT BOUNDARIES FOR NHB FILE ID: NHB20-1175





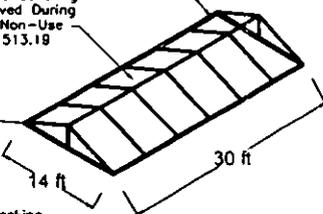


**CANOPY DETAIL:**

Seasonally Open Metal Frame Which is Incapable Of Supporting A Snow Load And Without Sides Per Env-Wt 102.33

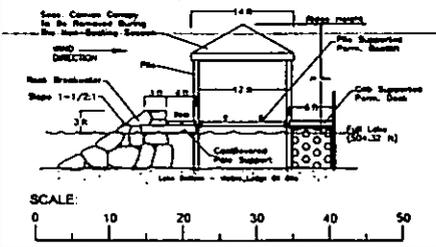
Canvas Fabric Covering To Be Removed During Seasons Of Non-Use Per Env-Wt 513.19

Support Frame To Be Constructed Of Thin Metal Tubing And Removable



Canopy Is An Accessory Docking Structure Per Env-Wt 102.05 And Is Supplementary To The Primary Docking Structure

**CROSS SECTION A - A:**



This Canopy Is An Accessory Docking Structure And Shall Be Approved As A Canopy Under The Applicable Conditions Listed Under Env-Wt 513.05

FILE #2020-01165



Watermark Marine Construction  
1218 Union Avenue  
Laconia, NH 03246  
603-293-4000 (Phone)  
603-524-8100 (Fax)

Project Name: Songalis Property	Plan Title: Proposed Conditions:
Plan Scale: 1" = 20'	Project Town: Moultonboro
Plan Date: REV 7/28/2020	Site Address: 21 Windy Point Road



The State of New Hampshire  
**Department of Environmental Services**

OCT 07 '20 AM 10:49 DA



Sam  
51

**Robert R. Scott, Commissioner**

October 5, 2020

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Approve David and Jennifer Dumouchel's request to perform the following work on Lake Winnepesaukee in Alton Bay. File # 2020-00987. This project will not have significant impact on or adversely affect the values of Lake Winnepesaukee.

Impact 269 square feet of bank in order to install a 4 foot x 65 foot hill tram, remove an existing 3 foot x 28 foot pier, construct a 6 foot x 30 foot piling pier to be connected to an existing 4 foot x 46 foot cantilevered pier, by a 6 foot x 12 foot walkway, repair 55 linear feet of existing breakwater and 34 linear feet of existing retaining wall, and install a 4 foot x 6 foot platform on an average of 100 feet of frontage along the northwestern portion of Rattlesnake Island on Lake Winnepesaukee located in Alton.

The New Hampshire Department of Environmental Services (NHDES) imposed the following conditions as part of this approval:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the revised plans revision date July 31, 2020 by White Mountain Survey & Engineering, Inc. as received by the NH Department of Environmental Services (NHDES) on August 6, 2020.
2. This permit shall not be effective until it has been recorded in the Belknap County Registry of Deeds and a copy of the recorded permit has been provided to the NHDES as required pursuant to RSA 482-A:3, and Env-Wt 314.02.
3. The impacts, including the removal of vegetation, associated with the construction of the hill tram shall not exceed 4 feet in width as required to meet Env-Wt 311.05, (18) and RSA 483-B:9, V, (a).
4. Any subdivision of the property frontage will require removal of a sufficient portion of the docking structures to comply with the dock size and density requirements in effect at the time of the subdivision as required to maintain compliance with Env-Wt 314.02 and Env-Wt 513.12.
5. Only those structures shown on the approved plans shall be installed or constructed along this frontage as required per Env-Wt 513.22, (a).
6. All portions of the docking structures shall be located at least 20 feet from the abutting property lines and no watercraft shall be secured to the docking facility such that it crosses over the imaginary extension of the property lines over the surface water as required by RSA 482-A:3, XIII.
7. The use of the docking structures shall be limited to the docking and securing of watercraft as required to comply with Env-Wt 307.09.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588  
TDD Access: Relay NH 1 (800) 735-2964

8. Owners of permanent docking structures which are not maintained so as to be structurally sound and usable for their intended purpose shall remove those docking structures in accordance with Env-Wt 513.22(c), to prevent hazards to public safety, navigation, and recreation.
9. Piling supporting the docking structures shall be spaced a minimum of 12 feet apart as measured piling center to piling center pursuant to Env-Wt 513.22(a).
10. No agitating or heating device shall be installed for the purpose of inhibiting the formation of ice in proximity to the approved structures unless it has been registered with the municipal clerk of the town in which such device shall be operated pursuant to RSA 270:34 Registration Required.
11. Pursuant to RSA 270:33, Heating, Agitating, or Other Devices in Public Waters; Safety Hazard, no agitating or heating device installed in accordance with RSA 270:34 shall inhibit or prevent the natural formation of ice in such a manner as to impede either the ingress or egress to or from the ice from any property other than that of the owner of the device.
12. All development activities associated with any project shall be conducted in compliance with applicable requirements of RSA 483-B and Env-Wq 1400 during and after construction as required pursuant to RSA 483-B:3.
13. Pursuant to RSA 483-B:9, V, (a)(2)(d)(v), this permit does not authorize the removal of trees or saplings within the waterfront buffer that would result in a tree and sapling point score below the minimum required per RSA 483-B:9, V, (a)(2)(D)(iv).
14. Water quality control measures capable of minimizing erosion; collecting sediment and suspended and floating materials; and filtering fine sediment shall be selected and implemented as appropriate based on the size and nature of the project and the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to jurisdictional areas as required pursuant to Env-Wt 307.03(c).
15. Work authorized shall be carried out in accordance with Env-Wt 307 such that appropriate turbidity controls are in place to protect water quality, that no turbidity escapes the immediate dredge area, and that appropriate turbidity controls shall remain until suspended particles have settled and water at the work site has returned to normal clarity.
16. All construction-related debris shall be placed outside of those areas subject to RSA 482-A or RSA-483-B unless a permit for the deposition of materials within those areas has been obtained as required per RSA 482-A:3 or RSA 483-B:5-b respectively.
17. Pursuant to RSA 482-A:14, RSA 482-A:14-b, and RSA 482-A:14-c, the NHDES is authorized to take appropriate compliance actions should it be determined that, based upon additional information which becomes available, any of the structures depicted as "existing" on the plans submitted by or on behalf of the permittee were not previously permitted or grandfathered.

#### EXPLANATION

The NHDES approved this project on September 04, 2020. The NHDES supported its decision with the following findings:

1. This is a major impact project per Administrative Rule Env-Wt 513.24(c)(3), the proposed docking structures are proposed adjacent to and attached to a breakwater.
2. The applicant has an average of 100 feet of frontage along Lake Winnepesaukee.
3. A maximum of 2 slips may be permitted on this frontage per Rule Env-Wt 513.12, Frontage Requirements for Private and Non-commercial Docking Structures.

4. The proposed docking facility will provide 2 slips as defined per RSA 482-A:2, VIII, and therefore meets Rule Env-Wt 513.12.
5. The NHDES finds that because the project is not of significant public interest and will not significantly impair the resources of Lake Winnepesaukee a public hearing under RSA 482-A:8 is not required.
6. The applicant has provided the NHDES with evidence that the property has insufficient water depth as required by Env-Wt 513.08(b).
7. The NHDES has accepted the evidence of the physical hardship and approved the extension of a pier beyond that permissible under Env-Wt 513.11(a)(1)(b).
8. The NHDES finds that the project as proposed and conditioned meets the requirements of RSA 482-A and the Wetlands Program Code of Administrative Rules Chapters Env-Wt 100 - 900.

Application file documents are being forwarded to the Governor and the Executive Council in connection with their consideration of this matter pursuant to RSA 482-A:3, II.(a) as it is a major project in public waters of the state.

We respectfully request your approval of this item.



Robert R. Scott  
Commissioner



**STANDARD DREDGE AND FILL  
WETLANDS PERMIT APPLICATION**  
Water Division/Land Resources Management  
Wetlands Bureau  
Check the Status of your Application



RSA/Rule: RSA 482-A/Env-Wt 100-900

APPLICANT'S NAME: Dumouche

TOWN NAME: Alton

			File # <u>2020-00987</u>
			Check No: <u>1564</u>
			Amount: <u>\$2,300.00</u>
			Initials: <u>DE</u>

A person may request a waiver to requirements in Rules Env-Wt 100-900 to accommodate situations where strict adherence to the requirements would not be in the best interests of the public or the environment. A person may also request a waiver of standard for existing dwellings over water pursuant to RSA 482-A:26, III (b). For more information, please consult the request form.

**SECTION 1: REQUIRED PLANNING FOR ALL PROJECTS (Env-Wt 306.05; RSA 482-A:3, I(d)(2))**  
Please use the Wetland Permit Planning Tool (WPPIT), the Natural Heritage Bureau (NHB) DataCheck Tool, the Aquatic Resource Mapper, or other sources to assist in identifying key features such as priority resource areas (PRAs), protected species or habitats, coastal areas, designated rivers, or designated prime wetlands.

Has the required planning been completed?  Yes  No

Does the property contain a PRA?  Yes  No. If yes, provide the following information:

- Does the project qualify for an Impact Classification Adjustment or a Project-Type Exception (See Env-Wt 407.02 and Env-Wt 407.04)?  Yes  No
- Protected species or habitat?  Yes  No. If yes, species or habitat name(s): None
- NHB Project ID #: NHB20:0525
- Bog?  Yes  No
- Floodplain wetland contiguous to a tier 3 or higher watercourse?  Yes  No
- Designated Prime Wetland or duly-established 100-foot buffer?  Yes  No
- Sand dune, tidal wetland, tidal water, or undeveloped tidal buffer zone?  Yes  No

Is the property within a Designated River corridor?  Yes  No. If yes, provide the following information:

- Name of Local River Management Advisory Committee (LAC): N/A
- A copy of the application was sent to the LAC on Month: N/A Day: N/A Year: N/A

For stream crossing projects, provide watershed size: N/A

For dredging projects, is the subject property contaminated?  Yes  No  
If yes, list contaminant: N/A

Is there potential to impact impaired waters, class A waters, or outstanding resource waters?  Yes  No

irm@des.nh.gov or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

www.des.nh.gov

**SECTION 2 - PROJECT DESCRIPTION (Env. Wt. 311:04(j))**  
 Provide a brief description of the project and the purpose of the project, outlining the scope of work to be performed and whether impacts are temporary or permanent. DO NOT reply. See attached in the space provided below.

Extension of an existing landing and construction of a hill tram (funicular) to facilitate moving supplies over the extremely steep banking; repair of an existing retaining wall along a perched beach; removal of an existing slender finger dock and replacing with a properly sized one; dredging of the boat slip area to maintain access to the site during periods of lake drawdown; returning or replacing fallen stones from an existing breakwater; installation of seasonal steps for water access.

**SECTION 3 - PROJECT LOCATION**  
 Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.

ADDRESS: 1000 Rattlesnake Island TOWN/CITY: Alton Bay

TAX MAP/BLOCK/LOT/UNIT: Map 75, Lot 64

US GEOLOGICAL SURVEY (USGS) TOPO MAP WATERBODY NAME: Lake Winnepesaukee  
 N/A

(Optional) LATITUDE/LONGITUDE in decimal degrees (to five decimal places):  
43.57341° North  
71.30273° West

**SECTION 4 - APPLICANT (DESIRED PERMIT HOLDER) INFORMATION (Env. Wt. 311:04(a))**  
 If the applicant is a trust or a company, then complete with the trust or company information.

NAME: Dumouchel, David P. & Jennifer P.

MAILING ADDRESS: \_\_\_\_\_

TOWN/CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_ PHONE: \_\_\_\_\_

ELECTRONIC COMMUNICATION: By initialing here:  I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 5 - AUTHORIZED AGENT INFORMATION (Env. Wt. 311:04(c))**  
 N/A

LAST NAME, FIRST NAME, M.I.: Alton, David R.

COMPANY NAME: White Mountain Survey & Engineering, Inc. MAILING ADDRESS: PO Box 440

TOWN/CITY: Ossipee STATE: NH ZIP CODE: 03864

EMAIL ADDRESS: dalton@whitemountainsurvey.com FAX: 603-539-7912 PHONE: 603-539-4118 X305

ELECTRONIC COMMUNICATION: By initialing here:  I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 6: PROPERTY OWNER INFORMATION (IF DIFFERENT THAN APPLICANT) (Env-Wt 311:04(b))**  
 If the owner is a trust or a company, then complete with the trust or company information:  
 Same as applicant

NAME: [REDACTED]

MAILING ADDRESS: [REDACTED]

TOWN/CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

EMAIL ADDRESS: [REDACTED] FAX: [REDACTED] PHONE: [REDACTED]

ELECTRONIC COMMUNICATION: By initialing here [REDACTED], I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 7: RESOURCE SPECIFIC CRITERIA ESTABLISHED IN Env-Wt 400, Env-Wt 500, Env-Wt 600, Env-Wt 700, OR Env-Wt 900 HAVE BEEN MET (Env-Wt 313:01(a)(3))**

Describe how the resource-specific criteria have been met for each Chapter listed above (please attach information about stream crossings, coastal resources, prime wetlands, or non-tidal wetlands and surface waters).

Env-Wt 400 (Wetlands and PRAs): Not Applicable

Env-Wt 500 (Project Specific Requirements):  
Env-Wt 511 (retaining wall repair, seasonal steps for water access); Env-Wt 512/07 (breakwater repair); Env-Wt 513.11 (replacement of finger dock); Env-Wt 518 (hill tram, boat slip, dredge for non-seasonal access)

Env-Wt 600 (Coastal lands and tidal waters/wetlands): Not Applicable

Env-Wt 700 (Prime Wetlands): Not Applicable

Env-Wt 900 (Stream Crossings): Not Applicable

**SECTION 8: AVOIDANCE AND MINIMIZATION**

Impacts within wetland jurisdiction must be avoided to the maximum extent practicable (Env-Wt 313.03(a)). If all impacts cannot be avoided, a functional assessment is required for minor and major projects (Env-Wt 311.03(b)(10)). Any project with unavoidable jurisdictional impacts must then be minimized as described in the Wetlands Best Management Practice Techniques For Avoidance and Minimization and the Wetlands Permitting: Avoidance, Minimization and Mitigation Fact Sheet.

Please refer to the application checklist to ensure that you have attached all documents related to avoidance and minimization, as well as functional assessment (where applicable). You can use the Avoidance and Minimization Checklist, the Avoidance and Minimization Narrative, or your own avoidance and minimization narrative.

**SECTION 9 - MITIGATION REQUIREMENT (Env-Wt 311:02)**  
 If unavoidable jurisdictional impacts require mitigation, a mitigation pre-application meeting must occur at least 30 days but not more than 90 days prior to submitting this standard Dredge and Fill Permit Application.

Mitigation Pre-Application Meeting Date: Month:  Day:  Year:   
 N/A - Mitigation is not required

**SECTION 10 - THE PROJECT MEETS COMPENSATORY MITIGATION REQUIREMENTS (Env-Wt 313:01(a)(1)c)**

Have you submitted a compensatory mitigation proposal that meets the requirements of Env-Wt 800 for all permanent impacts that will remain after avoidance and minimization demonstration?  Yes  No  
 N/A - Mitigation is not required

**SECTION 11 - IMPACT AREA (Env-Wt 311:04(g))**

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact and note whether the impact is after the fact (ATF, i.e., work was started or completed without required permitting).  
 For intermittent and ephemeral streams, the linear footage of impact is measured along the thread of the channel. *Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309:02(d), however other dredge or fill impacts should be included below.*  
 For perennial streams/ rivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.  
 Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials).  
 Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

JURISDICTIONAL AREA		PERMANENT			TEMPORARY		
		SF	LF	ATF	SF	LF	ATF
Wetlands	Forested Wetland	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Scrub-shrub Wetland	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Emergent Wetland	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Wet Meadow	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Vernal Pool	N/A	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Designated Prime Wetland	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Duly-established 100-foot Prime Wetland Buffer	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
Surface Water	Intermittent / Ephemeral* Stream	N/A	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Perennial Stream or River	N/A	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Lake / Pond	1,610	34	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Docking - Lake / Pond	262	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Docking - River	N/A	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
Banks	Bank - Intermittent Stream	N/A	N/A	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>
	Bank - Perennial Stream / River	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Bank/shoreline - Lake / Pond	346		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
Tidal	Tidal Waters	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Tidal Marsh	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Sand Dune	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Undeveloped Tidal Buffer Zone (TBZ)	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Previously-developed TBZ	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
	Docking - Tidal Water	N/A		<input checked="" type="checkbox"/>	N/A		<input checked="" type="checkbox"/>
<b>TOTAL</b>		<b>2,218</b>	<b>34</b>		<b>N/A</b>	<b>N/A</b>	

**SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)**

<input checked="" type="checkbox"/> MINIMUM IMPACT FEE: Flat fee of \$400
<input type="checkbox"/> NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION: Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions)
<input checked="" type="checkbox"/> MINOR OR MAJOR IMPACT FEE: Calculate using the table below:
Permanent and temporary (non-docking): 17956 SF × \$0.40 = \$ 7822.40
Seasonal docking structure: 0 SF × \$2.00 = \$ 0.00
Permanent docking structure: 262 SF × \$4.00 = \$ 1048.00
Projects proposing shoreline structures (including docks) add \$400 = \$ 400.00
Total = \$ 2230.00
The application fee for minor or major impact is the above calculated total or \$400, whichever is greater = \$ 2230.00

**SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)**  
Indicate the project classification.

Minimum Impact Project     
  Minor Project     
  Major Project

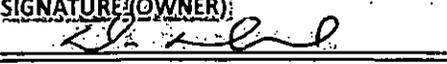
**SECTION 14 - REQUIRED CERTIFICATIONS (Env-Wt 311:11)**

Initial each box below to certify:

Initials: DD	To the best of the signer's knowledge and belief, all required notifications have been provided.
Initials: DD	The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.
Initials: DD	The signer understands that: <ul style="list-style-type: none"> <li>The submission of false, incomplete, or misleading information constitutes grounds for NHDES to:                         <ol style="list-style-type: none"> <li>Deny the application.</li> <li>Revoke any approval that is granted based on the information. And</li> <li>If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1.</li> </ol> </li> <li>The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641.</li> <li>The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.</li> </ul>
Initials: DD	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

**SECTION 15 - REQUIRED SIGNATURE (Env-Wt 311.04(d), Env-Wt 311:11)**

SIGNATURE (OWNER): 	PRINT NAME LEGIBLY: David Dumouchel	DATE: 10/27/2020
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER): 	PRINT NAME LEGIBLY: 	DATE: 
SIGNATURE (AGENT, IF APPLICABLE): 	PRINT NAME LEGIBLY: 	DATE: 

<b>SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)</b>		
<input type="checkbox"/> <b>MINIMUM IMPACT FEE:</b> Flat fee of \$400		
<input type="checkbox"/> <b>NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION:</b> Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions)		
<input checked="" type="checkbox"/> <b>MINOR OR MAJOR IMPACT FEE:</b> Calculate using the table below:		
Permanent and temporary (non-docking):	1,956 SF	x \$0.40 = \$ 782.40
Seasonal docking structure:	0 SF	x \$2.00 = \$ 0.00
Permanent docking structure:	262 SF	x \$4.00 = \$ 1,048.00
Projects proposing shoreline structures (including docks) add \$400 =		\$ 400.00
Total =		\$ 2,230.00
The application fee for minor or major impact is the above calculated total or \$400, whichever is greater = \$ 2,230.00		
<b>SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)</b>		
Indicate the project classification.		
<input type="checkbox"/> Minimum Impact Project	<input type="checkbox"/> Minor Project	<input checked="" type="checkbox"/> Major Project
<b>SECTION 14 - REQUIRED CERTIFICATIONS ( Env-Wt 311.11)</b>		
Initial each box below to certify:		
Initials: 	To the best of the signer's knowledge and belief, all required notifications have been provided.	
Initials: 	The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.	
Initials: 	<p>The signer understands that:</p> <ul style="list-style-type: none"> <li>The submission of false, incomplete, or misleading information constitutes grounds for NHDES to:                     <ol style="list-style-type: none"> <li>Deny the application.</li> <li>Revoke any approval that is granted based on the information. And</li> <li>If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1.</li> </ol> </li> <li>The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641.</li> <li>The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.</li> </ul>	
Initials: 	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.	
<b>SECTION 15 - REQUIRED SIGNATURE (Env-Wt 311.04(d); Env-Wt 311.11)</b>		
SIGNATURE (OWNER): 	PRINT NAME LEGIBLY: David Dumouche	DATE: 04/27/2020
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER):	PRINT NAME LEGIBLY:	DATE:
SIGNATURE (AGENT, IF APPLICABLE): 	PRINT NAME LEGIBLY: DAVID R. ATTEN	DATE: 5/15/2020

SECTION 16: TOWN/CITY CLERK SIGNATURE (Env-Wt 311.04(f))	
As required by RSA 482-A:3, I(a),(1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.	
TOWN/CITY CLERK SIGNATURE: 	PRINT NAME LEGIBLY: <u>Lisa Noyes</u>
TOWN/CITY: <u>Alton</u>	DATE: <u>5/1/2020</u>

**DIRECTIONS FOR TOWN/CITY CLERK:**

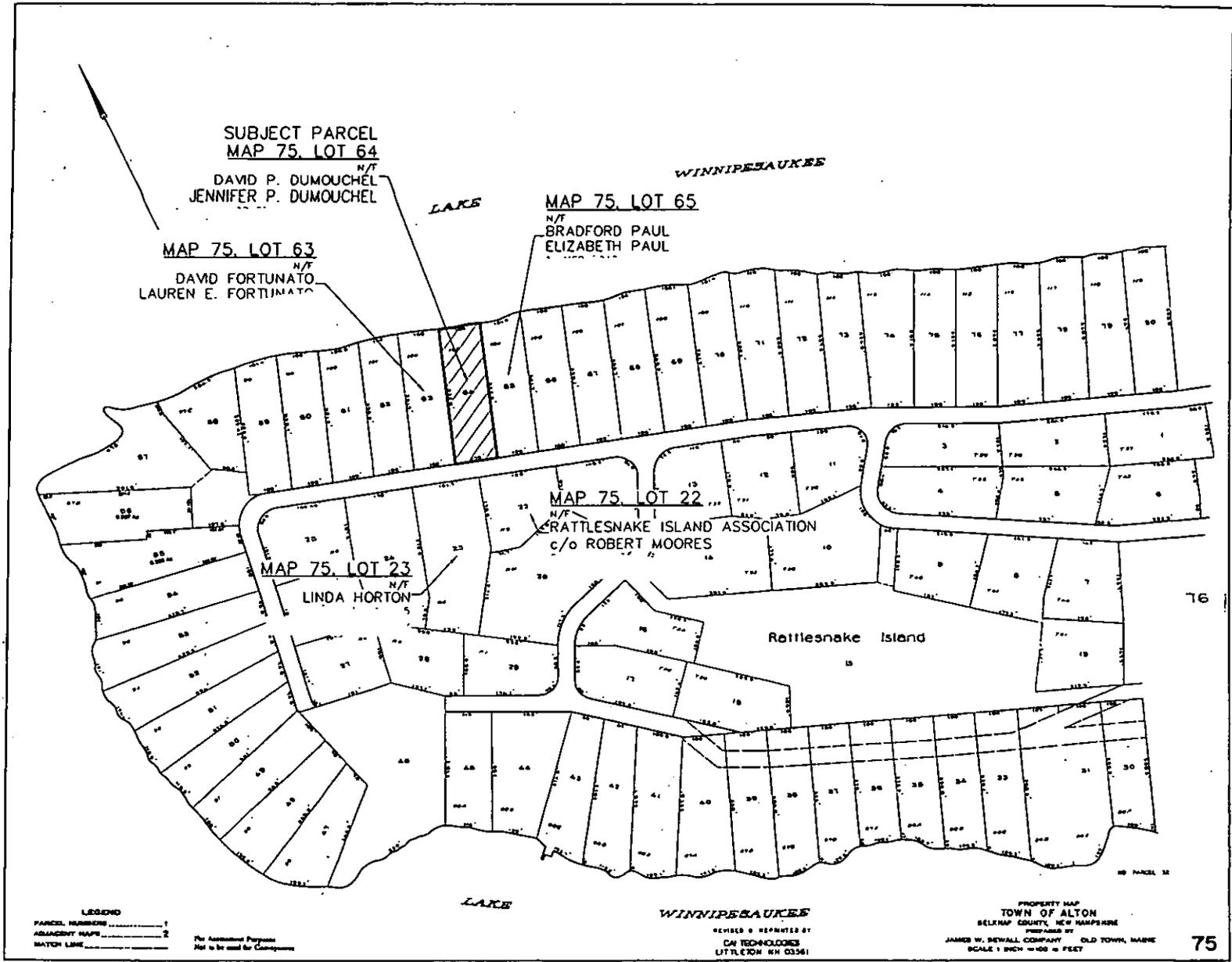
Per RSA 482-A:3, I(a)(1)

1. IMMEDIATELY sign the original application form and four copies in the signature space provided above.
2. Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
3. IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board. And
4. Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

**DIRECTIONS FOR APPLICANT:**

Submit the single, original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page.

RECEIVED  
MAY 11 2020  
NHDES  
LAND RESOURCES ADMINISTRATION



SUBJECT PARCEL  
MAP 75, LOT 64

N/P  
DAVID P. DUMOUCHEL  
JENNIFER P. DUMOUCHEL

MAP 75, LOT 63

N/P  
DAVID FORTUNATO  
LAUREN E. FORTUNATO

MAP 75, LOT 65

N/P  
BRADFORD PAUL  
ELIZABETH PAUL

MAP 75, LOT 22

N/P  
RATTLESNAKE ISLAND ASSOCIATION  
c/o ROBERT MOORES

MAP 75, LOT 23

N/P  
LINDA HORTON

Rattlesnake Island

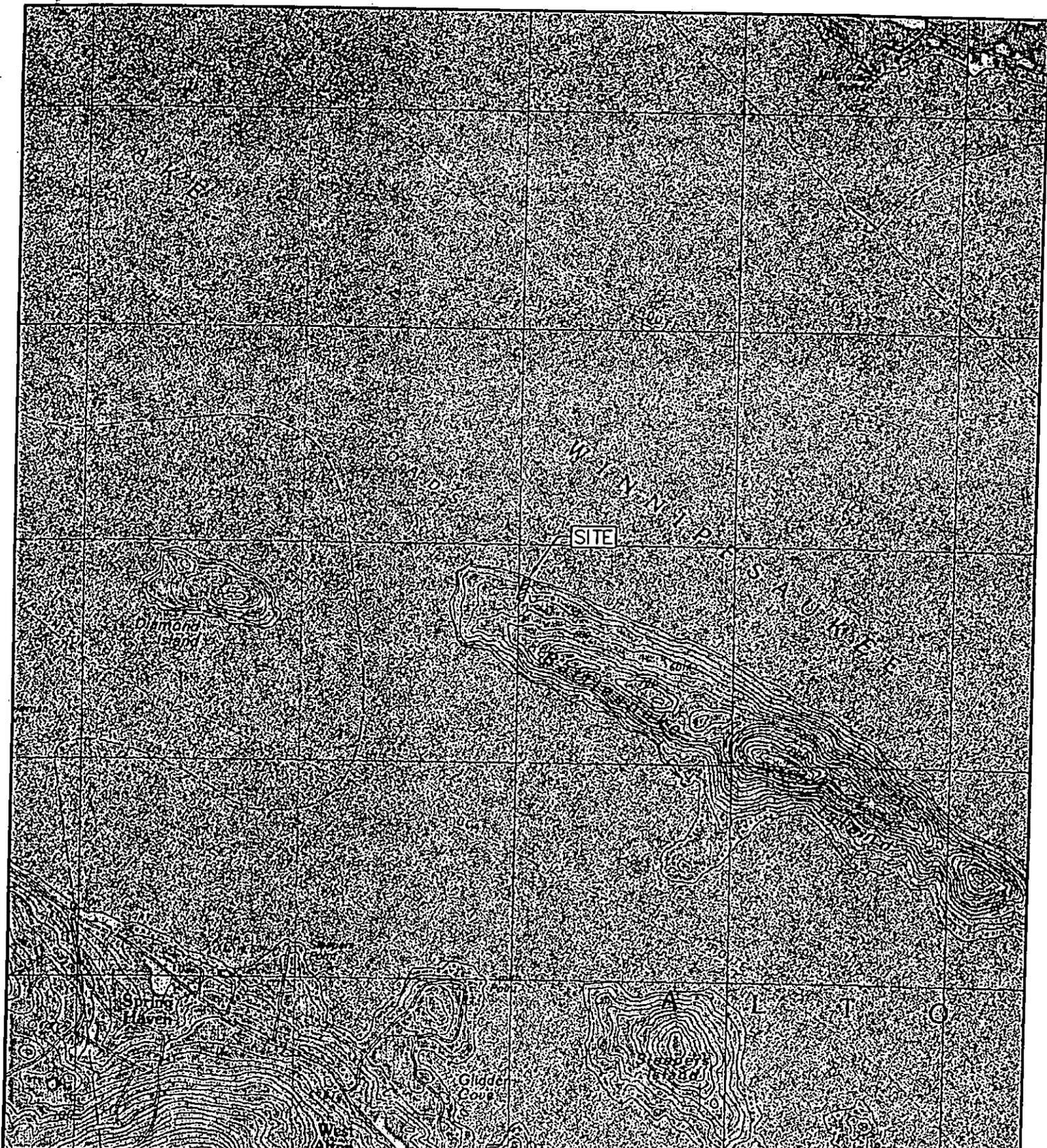
LEGEND  
PARCEL NUMBERS 1  
ADJACENT MAPS 2  
MATCH LINE

No Assessor Purpose  
Not to be used for Contingency

WINNEPESAUKEE  
REVISED & REPRINTED BY  
CA TECHNOLOGIES  
LITTLETON NH 03361

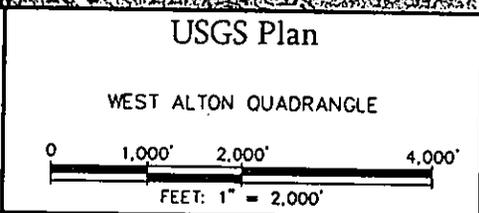
PROPERTY MAP  
TOWN OF ALTON  
BELMONT COUNTY, NEW HAMPSHIRE  
PREPARED BY  
JAMES W. SEWALL COMPANY OLD TOWN, MAINE  
SCALE 1 INCH = 100 FEET

75



ADDRESS:  
 1000 RATTLESNAKE ISLAND  
 ALTON BAY, NEW HAMPSHIRE

OWNER:  
 DAVID P. DUMOUCHEL  
 JENNIFER P. DUMOUCHEL

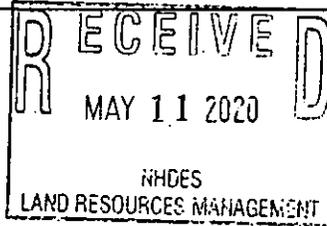


AGENT: **WHITE MOUNTAIN SURVEY & ENGINEERING, INC.**  
 PO BOX 440, OSSISPEE, NH 03864 (603) 539-4118, [whitemountainsurvey.com](http://whitemountainsurvey.com)

SHEET  
 1 OF 1



New Hampshire Natural Heritage Bureau



Date: 2/20/2020

To: David Aiton  
P.O. Box 440  
Ossipee, NH 03864

From: NH Natural Heritage Bureau

Re: Review by NH Natural Heritage Bureau of request dated 2/20/2020  
NHB File ID: NHB20-0525

Applicant: David Aiton

Location: Tax Map(s)/Lot(s): Tax Map 75, Lot 64  
Alton

Project Description: Extension of an existing landing and construction of a hill tram (funicular) to facilitate moving supplies over the extremely steep banking; repair of an existing retaining wall along a perched beach; removal of an existing slender finger dock and replacing with a properly sized one; dredging of the boat slip area to maintain access to the site during periods of lake drawdown; returning or replacing fallen stones from an existing breakwater; installation of seasonal steps for water access; addition to an existing deck.

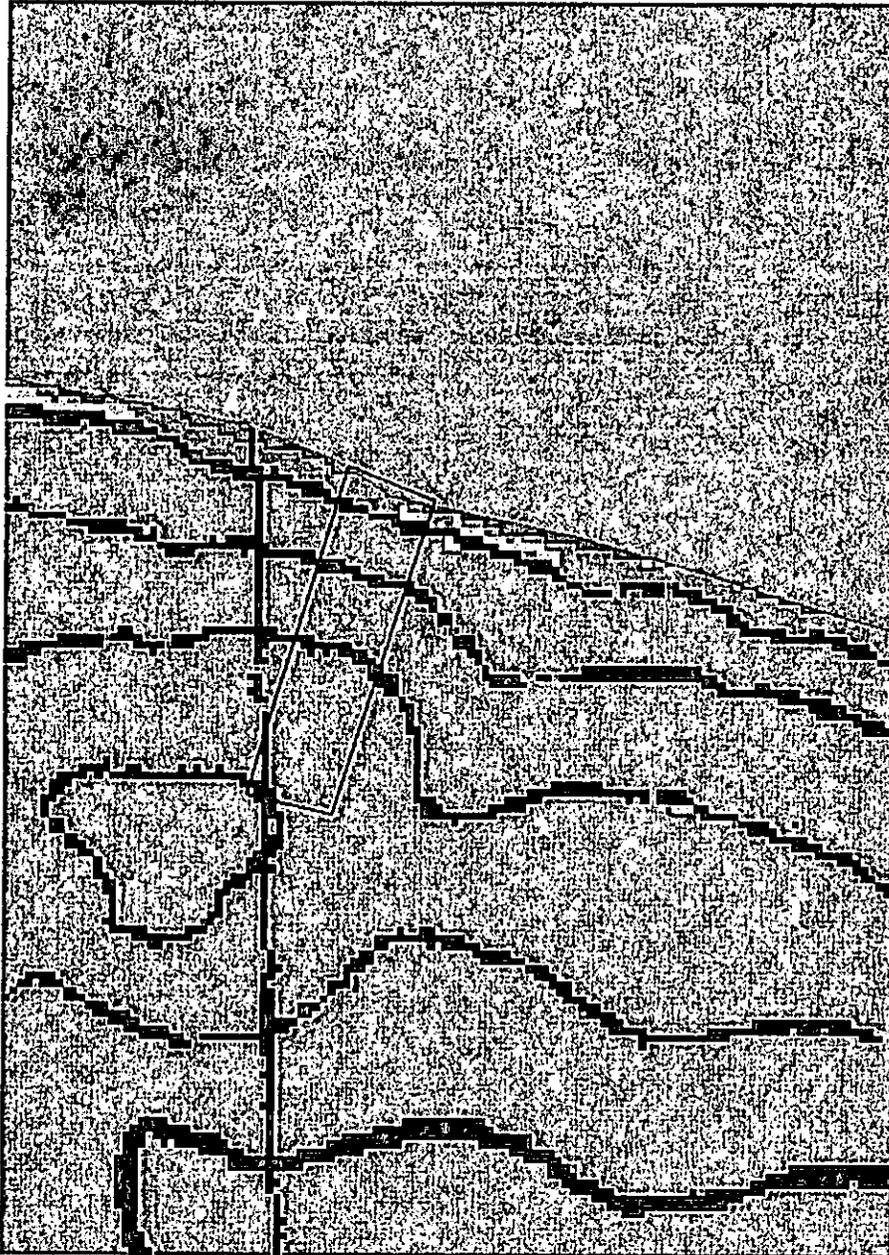
The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

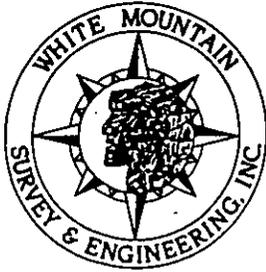
A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

This report is valid through 2/19/2021.



MAP OF PROJECT BOUNDARIES FOR NHB FILE ID: NHB20-0525





**WHITE MOUNTAIN SURVEY & ENGINEERING, INC.**

1270 ROUTE 16, POST OFFICE BOX 440

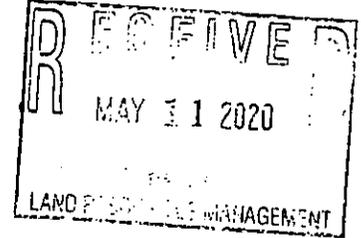
OSSIPEE, NH 03864-0440

TELEPHONE (603) 539-4118 FACSIMILE (603) 539-7912

WEB ADDRESS: [www.whitemountainsurvey.com](http://www.whitemountainsurvey.com)

**1000 Rattlesnake Island  
Alton Bay, New Hampshire**

**Abutter List**



**Tax Map/Lot Number**

**Owner**

75/64 (Subject Parcel)

David P. Dumouchel  
Jennifer P. Dumouchel

75/22

Rattlesnake Island Association  
c/o Robert Moores

75/23

Linda Horton

75/63

David Fortunato  
Lauren E. Fortunato

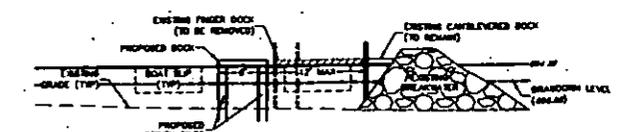
75/65

Bradford Paul  
Elizabeth Paul

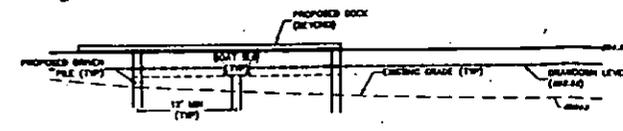
*Agent*

*White Mountain Survey & Engineering, Inc.  
PO Box 440  
Ossipee, NH 03864*

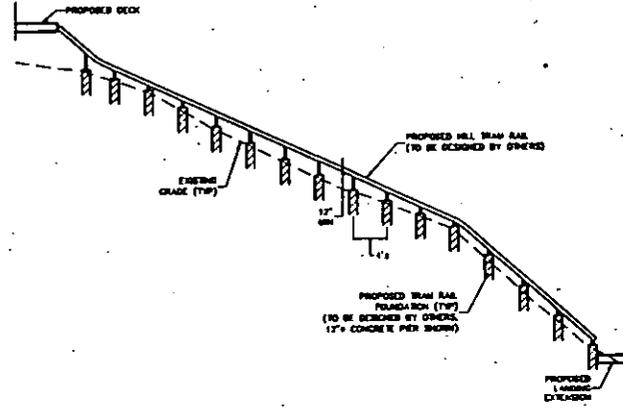




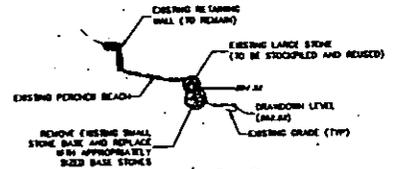
SECTION A-A  
1" = 10'



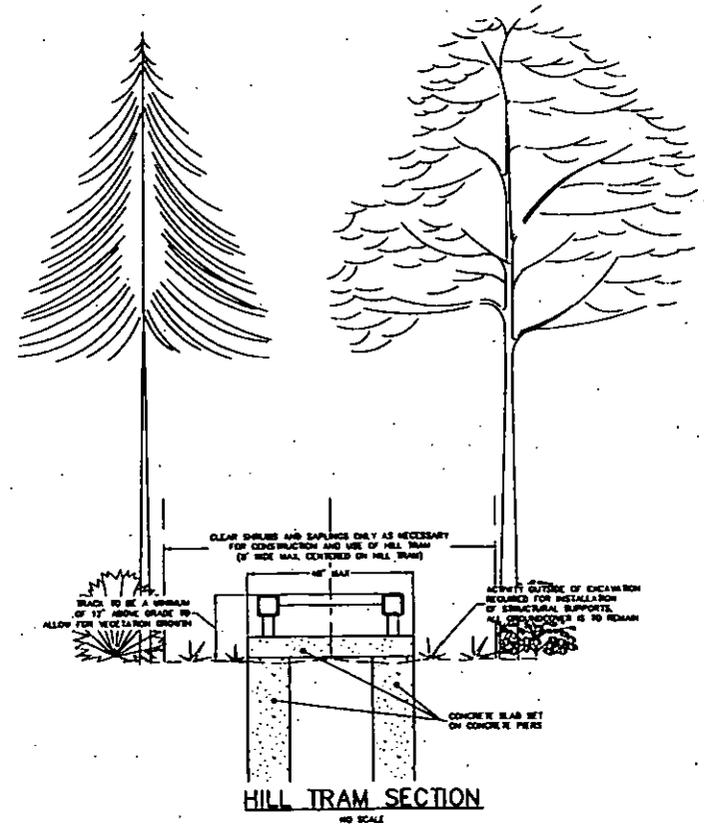
SECTION B-B  
1" = 10'



SECTION C-C  
1" = 10'

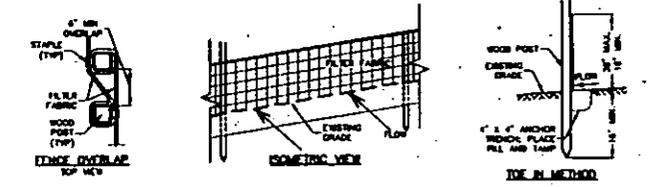


SECTION D-D  
1" = 10'

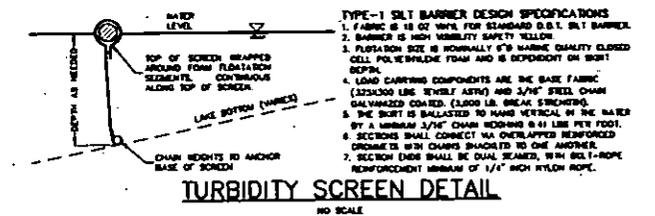


HILL TRAM SECTION  
NO SCALE

IF CONDITIONS PERMIT, CONTRACTOR SHALL USE ALTERNATE, LESS IMPACTING, CONSTRUCTION METHODS



- SILT FENCE DETAIL**  
NO SCALE
- INSTALL AROUND STUMPED MATERIALS AND THROUGHOUT THE SITE USING BEST MANAGEMENT PRACTICES
- SPECIFICATIONS**
- A. FILTER FABRIC AND POSTS**
1. FILTER FABRIC SHALL BE A POLYPROPYLENE, NYLON, POLYESTER OR ENVIRONMENTALYAM CERTIFIED BY THE MANUFACTURER OR SUPPLIER.
  2. FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY ABSORBERS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0 TO 120 DEGREES FAHRENHEIT.
  3. FILTER FABRIC SHALL BE PURCHASED IN A CONTRACTOR SHALL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. IF JOINTS ARE NECESSARY, FILTER FABRIC SHALL BE SPICED TOGETHER WITH A MINIMUM 6 INCH OVERLAP, SECURED AT A SUPPORT POST.
  4. POSTS FOR SILT FENCES SHALL BE 1-2 INCH X 1-2 INCH HARDWOOD STAKES OR 1.5 INCH DIA LINEAR POST STEEL WITH A MINIMUM LENGTH OF 3 FEET. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE TO THEM.
  5. A MANUFACTURED SILT FENCE SYSTEM WITH INTEGRAL POSTS SPACED AT 6 FEET MAXIMUM MAY BE USED. SUPPORT POSTS SHALL BE SIZED AND ANCHORED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
- B. INSTALLATION**
1. FENCES SHALL BE INSTALLED FOLLOWING THE CONTOUR OF THE LAND AS CLOSELY AS POSSIBLE. THE EDGE OF THE FENCE SHALL BE PLACED UPWIND WITH "BUBBLES" OR "J-HOOKS" TO REDUCE THE DRAINAGE AREA THAT ANY SEGMENT WILL IMPROVE.
  2. SILT FENCES PLACED AT THE TOE OF A SLOPE SHALL BE SET AT LEAST 6 FEET FROM THE TOE TO ALLOW FOR PONDING AND MAINTENANCE ACCESS WITHOUT DESTROYING THE SLOPE.
  3. A TRENCH SHALL BE EXCAVATED A MINIMUM OF 4 INCHES WIDE AND 4 INCHES DEEP UPWIND OF POSTS AND BARRIERS. A MINIMUM OF 8 INCHES OF FILTER FABRIC SHALL BE EXPOSED IN TRENCH WITH BACKFILL COMPACTED UNDER THE FILTER FABRIC. ALTERNATIVELY, SILT FENCE MAY BE INSTALLED BY "TRENCH" USING MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR THIS PROCEDURE.
  4. IF SITE CONDITIONS PRECLUDE EXCAVATION OF TRENCH, THE BASE OF THE FABRIC SHALL BE ANCHORED WITH A MINIMUM 100 POUNDS OF 8 INCHES OF 1/2 INCH STEEL. FILTER FABRIC SHALL NOT EXTEND MORE THAN 30 INCHES ABOVE EXISTING GRADE.
  5. POSTS SHALL BE PLACED ON THE DOWN-SLOPE SIDE OF THE FABRIC WITH SPACING NOT TO EXCEED 6 FEET. SILT FENCES SHALL NOT BE STAPLED OR NAILED TO TREES.
  6. ADJACENT SECTIONS OF SILT FENCE SHALL BE OVERLAPPED BY A MINIMUM OF 6 INCHES (24 INCHES PREFERRED), FENCED AND STAPLED TO A SUPPORT POST. IF METAL POSTS ARE USED, FABRIC SHALL BE NAIL-RED DIRECTLY TO THE POSTS WITH THREE DIAGONAL NAILS.
- C. MAINTENANCE**
1. THE MEDIA LIFE OF SILT FENCE IS ONE SEASON. SILT FENCE SHALL BE REPLACED PERIODICALLY AS REQUIRED TO MAINTAIN EFFECTIVENESS ON PRODUCTS EXCEEDING ONE SEASON.
  2. FENCES SHALL BE INSPECTED AND MAINTAINED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
  3. SEDIMENT DEPOSITION SHALL BE REMOVED AT A MINIMUM WHEN DEPOSITION ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FENCE, AND REMOVED TO A LOCATION NOT UPWIND OF SILT FENCE.
  4. SILT FENCES SHALL BE REPAIRED IMMEDIATELY IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION DOWN-SLOPE. SILT FENCE SHALL BE REPLACED WITH A TEMPORARY CHECK DAM IF SIGNS OF UNDERCUTTING OR SPREADING OF LARGE VOLUMES OF SAND OCCURS.
  5. EXISTING SILT FENCE UPWIND OR REPLACE WITH TEMPORARY DIMENSIONS OR SEDIMENT TRAPS IF THERE IS EVIDENCE OF DIRT FLOW.
  6. FILTER FABRIC SHALL BE REPLACED IMMEDIATELY IF DECOMPOSITION OR NOTICABLE WEAR OCCURS PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND IS STILL REQUIRED.
  7. SEDIMENT DEPOSITION REMAINING IN PLACE AFTER REMOVAL OF SILT FENCE SHALL BE CROSSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
  8. ONCE UP-SLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED SILT FENCES SHALL BE REMOVED.



TURBIDITY SCREEN DETAIL  
NO SCALE

- TYPE-1 SILT BARRIER DESIGN SPECIFICATIONS**
1. FABRIC IS 18" OF WYLE FOR STANDARD D.S.T. SILT BARRIER.
  2. BARRIER IS HIGH VISIBILITY SAFETY YELLOW.
  3. FLUTATION SIZE IS NORMALLY 1/2" BARSING QUALITY CLOSED CELL POLYETHYLENE FOAM AND IS SECURED ON BOTH SIDES.
  4. LEAD CARRYING COMPONENTS ARE THE BASE FABRIC (225200 LBS TENSILE STRENGTH) AND 3/4" STEEL CHAIN GALVANIZED COATED (1200 LB. BREAK STRENGTH).
  5. THE SHORT IS BALLASTED TO HARD VERTICAL IN THE BARRIER BY A MINIMUM 1/4" CHAIN HITCHING 9-41 LBS PER FOOT.
  6. SECTIONS SHALL CONNECT VIA OVERLAPPED REINFORCED CORDAGE IS WITH CHAINS SHORTEST TO ONE ANOTHER.
  7. SECTION ENDS SHALL BE DUAL BEAMED, WITH SILT-ROPE REINFORCEMENT MINIMUM OF 1/4" HIGH NYLON ROPE.

<p><b>LEGEND</b></p> <p>PROPERTY BOUNDARY ---</p> <p>EXISTING GRADE ---</p> <p>PROPOSED GRADE ---</p> <p>EXISTING SPOT GRADE ---</p> <p>PROPOSED SPOT GRADE ---</p> <p>EXISTING FENCE ---</p> <p>PROPOSED FENCE ---</p> <p>EXISTING ROAD ---</p> <p>PROPOSED ROAD ---</p> <p>EXISTING STRUCTURE ---</p> <p>PROPOSED STRUCTURE ---</p> <p>EXISTING TREE ---</p> <p>PROPOSED TREE ---</p> <p>EXISTING ROCK ---</p> <p>PROPOSED ROCK ---</p> <p>EXISTING SILT FENCE ---</p> <p>PROPOSED SILT FENCE ---</p> <p>EXISTING SANDPILE ---</p> <p>PROPOSED SANDPILE ---</p> <p>EXISTING SANDPILE ---</p> <p>PROPOSED SANDPILE ---</p>		<p><b>REFERENCES</b></p> <p>1. Carroll County Registry of Deeds (CCRD book/prop)</p> <p>2. Title of Land Proposed for Deeds P. &amp; Jennifer P. Dumouchel, 1000 Rattlesnake Island, Alton, New Hampshire by State Mountain Survey &amp; Engineering, Inc. dated May 10/21/2019</p>	<p><b>NHDES Wetlands Application Plan</b></p> <p>Sections and Details</p> <p>FOR</p> <p><b>David &amp; Jennifer Dumouchel</b></p> <p>1000 Rattlesnake Island</p> <p>Alton Bay, New Hampshire</p>	<p><b>CERTIFICATION</b></p> <p>THIS PLAN REPRESENTS THE DESIGN, SPECIFICATIONS AND OTHER INFORMATION OF THE ENGINEERING WORK OF THE FIRM AND HAS BEEN PREPARED BY ME AND BY THOSE UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW HAMPSHIRE. I AM NOT PROVIDING ANY GUARANTEE, WARRANTY OR ASSURANCE OF ANY KIND, AND I AM NOT PROVIDING ANY GUARANTEE OF ANY KIND, AND I AM NOT PROVIDING ANY GUARANTEE OF ANY KIND.</p> <p>DATE: 05/21/2019</p> <p>BY: [Signature]</p> <p>FOR FURTHER INFORMATION, CONTACT: DAVID DUMOUCHEL, 603.882.2211</p>	<p><b>LOCATION PLAN</b></p> <p>1000 RATTLESNAKE ISLAND</p> <p>ALTON BAY, NEW HAMPSHIRE</p>	<p><b>SHEET</b></p> <p>2 of 1</p> <p>REVISION</p> <p>DATE</p> <p>BY</p> <p>CHKD</p> <p>APP'D</p> <p>DATE</p>	<p><b>WHITE MOUNTAIN SURVEY &amp; ENGINEERING, INC.</b></p> <p>1000 RATTLESNAKE ISLAND</p> <p>ALTON BAY, NEW HAMPSHIRE</p> <p>www.whitemountainurvey.com</p>
<p>DATE: 5/21/2019</p> <p>REVISION: 1</p>		<p>(603) 539-4118, PO Box 440, Oostpee, New Hampshire 03864</p>					



The State of New Hampshire  
**Department of Environmental Services**

OCT 07 '20 AM 10:50 DAS



sum  
52

**Robert R. Scott, Commissioner**

October 5, 2020

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Approve Marceau Real Estate Investments, LLC's request to perform the following work on Lake Winnepesaukee in Gilford. File # 2020-01361. This project will not have significant impact on or adversely affect the values of Lake Winnepesaukee.

Completely remove 95 cubic yards of breakwater fill from 545 square feet of lake bed and a 4 foot x 43 foot cantilevered pier, place 98.8 cubic yards of fill on 568 square feet of lakebed to construct a 43 foot long straight breakwater 20 feet north of the pre-existing structures, construct a 6 foot x 45 foot 6 inch piling pier and 6 foot x 36 foot piling pier connected by a 6 foot x 12 foot walkway in a "U" configuration, install a 14 foot x 30 foot seasonal canopy, a single permanent boatlift, two ice protection clusters, 3 fender pilings along breakwater, and two seasonal personal watercraft lifts on an average of 153 feet of frontage along Lake Winnepesaukee on Governors Island in Gilford.

The New Hampshire Department of Environmental Services (NHDES) imposed the following conditions as part of this approval:

1. In accordance with Env-Wt 307.16, all work shall be done in accordance with the revised plans dated July 30, 2020 by Watermark Marine Construction, as received by the NH Department of Environmental Services (NHDES) on August 3, 2020.
2. This permit shall not be effective until it has been recorded in the Belknap County Registry of Deeds and a copy of the recorded permit has been provided to the NHDES as required pursuant to RSA 482-A:3, and Env-Wt 314.02.
3. All portions of the proposed pile supported docking structure shall be located at least 20 feet from the abutting property lines and no watercraft shall be secured to the docking facility such that it crosses over the imaginary extension of the property lines over the surface water as required by RSA 482-A:3, XIII.
4. In accordance with Env-Wt (e) 512.04(e), the breakwater, when measured from the normal high water line (Elev. 504.32), shall have no point more than 50 feet from the normal high water line, a total length of no more than 43 feet and a gap of 6 feet or more between the breakwater and shoreline.
5. In accordance with Env-Wt 512.05(b), no rocks shall be stockpiled in any jurisdictional area.
6. Any subdivision of the property frontage will require removal of a sufficient portion of the docking structures to comply with the dock size and density requirements in effect at the time of the subdivision as required to maintain compliance with Env-Wt 314.02 and Env-Wt 513.12.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

NHDES Main Line: (603) 271-3503 • Subsurface Fax: (603) 271-6683 • Wetlands Fax: (603) 271-6588

TDD Access: Relay NH 1 (800) 735-2964

7. No portion of the pile supported docking structure shall extend more than 45 feet 6 inches from the shoreline at full lake elevation (Elev. 504.32) pursuant to Env-Wt 513.22, (a).
8. In accordance with Env-Wt 513.21(c), a seasonal lift shall be installed and removed the same as a seasonal dock, as described in Env-Wt 513.22(b).
9. The use of this structure shall be limited to the docking and securing of watercraft as required to comply with Env-Wt 307.09.
10. Owners of permanent docking structures which are not maintained so as to be structurally sound and usable for their intended purpose shall remove those docking structures in accordance with Env-Wt 513.22(c), to prevent hazards to public safety, navigation, and recreation.
11. The owner understands and accepts that should these docking structures be found to have an unreasonable impact on the ability of abutting owners to use and enjoy their properties or the public's right to navigation, passage, and use of the resource for commerce and recreation the structures shall be subject to removal pursuant to RSA 482-A:1, RSA 482-A:11, (2), and Env-Wt 513.03(a).
12. The canopy, including the support frame and cover, shall be designed and constructed to be readily removed at the end of the boating season and shall be removed for the non-boating season as required per Env-Wt 513.19.
13. Pursuant to Env-Wt 102.33 and Env-Wt 513.19, (a) no sides may be attached to, or hung beneath any seasonal canopy.
14. Work authorized shall be carried out in accordance with Env-Wt 307 such that appropriate turbidity controls are in place to protect water quality, that no turbidity escapes the immediate dredge area, and that appropriate turbidity controls shall remain until suspended particles have settled and water at the work site has returned to normal clarity.
15. All construction-related debris, and any breakwater material not reused in the new breakwater, shall be placed outside of those areas subject to RSA 482-A or RSA-483-B unless a permit for the deposition of materials within those areas has been obtained as required per RSA 482-A:3 or RSA 483-B:5-b respectively.
16. No activity shall be conducted in such a way as to cause or contribute to any violation of surface water quality standards specified in RSA 485-A:8 or Env-Wq 1700 as required pursuant to Env-Wt 307.03(a).
17. No agitating or heating device shall be installed for the purpose of inhibiting the formation of ice in proximity to the approved structures unless it has been registered with the municipal clerk of the town in which such device shall be operated pursuant to RSA 270:34 Registration Required.
18. Pursuant to RSA 270:33, Heating, Agitating, or Other Devices in Public Waters; Safety Hazard, no agitating or heating device installed in accordance with RSA 270:34 shall inhibit or prevent the natural formation of ice in such a manner as to impede either the ingress or egress to or from the ice from any property other than that of the owner of the device.
19. Pursuant to RSA 482-A:14, RSA 482-A:14-b, and RSA 482-A:14-c, the NHDES is authorized to take appropriate compliance actions should it be determined that, based upon additional information which becomes available, any of the structures depicted as "existing" on the plans submitted by or on behalf of the permittee were not previously permitted or grandfathered.

#### EXPLANATION

The NHDES approved this project on August 31, 2020. The NHDES supported its decision with the following findings:

1. This is a major impact project per Administrative Rule Env-Wt 513.24(c)(3), the proposed docking structures are proposed adjacent to and attached to a breakwater.
2. The applicant has an average of 153 feet of frontage along Lake Winnepesaukee.
3. A maximum of 3 slips may be permitted on this frontage per Rule Env-Wt 513.12, Frontage Requirements for Private and Non-commercial Docking Structures.
4. The proposed docking facility will provide 3 slips as defined per RSA 482-A:2, VIII, and therefore meets Rule Env-Wt 513.12.
5. The NHDES finds that because the project is not of significant public interest and will not significantly impair the resources of Lake Winnepesaukee a public hearing under RSA 482-A:8 is not required.
6. The applicant has provided the NHDES with evidence that the property has insufficient water depth as required by Env-Wt 513.08(b).
7. The NHDES has accepted the evidence of the physical hardship and approved the extension of a crib and cantilevered pier beyond that permissible under Env-Wt 513.11(a)(1)(b).
8. The proposed docking facility is located within the 20-foot abutter setback.
9. In accordance with RSA 482-A:3(XIII)(C), boat docking facilities may be located closer than 20 feet from an abutter's property line in non-tidal waters and 20 feet in tidal waters, if the owner of the boat docking facility obtains the written consent of the abutting property owner.
10. The owner of the proposed boat docking facility has obtained and provided consent from the abutting property owner, and has therefore met the requirement of RSA 482-A:3(XIII)(C).
11. The NHDES finds that the project as proposed and conditioned meets the requirements of RSA 482-A and the Wetlands Program Code of Administrative Rules Chapters Env-Wt 100 - 900.

Application file documents are being forwarded to the Governor and the Executive Council in connection with their consideration of this matter pursuant to RSA 482-A:3, II.(a) as it is a major project in public waters of the state.

We respectfully request your approval of this item.



Robert R. Scott  
Commissioner



# NH DES Wetlands Copy

## STANDARD DREDGE AND FILL WETLANDS PERMIT APPLICATION

Water Division/Land Resources Management  
Wetlands Bureau



Check the Status of your Application

RSA/Rule: RSA 482-A/Env-Wt 100-900

APPLICANT'S NAME: Marceau Real Estate Investments, LLC TOWN NAME: Gilford, NH

		Administrative Use Only	File: <u>20-20-01361</u>
			Check No.: <u>25112</u>
			Amount: <u>\$ 3,501.00</u>
			Initials: <u>DB</u>

A person may request a waiver to requirements in Rules Env-Wt 100-900 to accommodate situations where strict adherence to the requirements would not be in the best interests of the public or the environment. A person may also request a waiver of standard for existing dwellings over water pursuant to RSA 482-A:26, III (b). For more information, please consult the [request form](#).

**SECTION 1 - REQUIRED PLANNING FOR ALL PROJECTS (Env-Wt 306.05; RSA 482-A:3, 1(d)(2))**  
 Please use the [Wetland Permit Planning Tool \(WPPT\)](#), the Natural Heritage Bureau (NHB) [DataCheck Tool](#), the [Aquatic Resource Mapper](#), or other sources to assist in identifying key features such as: priority resource areas (PRAs), protected species or habitats, coastal areas, designated rivers, or designated prime wetlands.

Has the required planning been completed?  Yes  No

Does the property contain a PRA?  Yes  No. If yes, provide the following information:

- Does the project qualify for an Impact Classification Adjustment or a Project-Type Exception (See Env-Wt 407.02 and Env-Wt 407.04)?  Yes  No
- Protected species or habitat?  Yes  No. If yes, species or habitat name(s):
- NHB Project ID #: 20-1286
- Bog?  Yes  No
- Floodplain wetland contiguous to a tier 3 or higher watercourse?  Yes  No
- Designated Prime Wetland or duly-established 100-foot buffer?  Yes  No
- Sand dune, tidal wetland, tidal water, or undeveloped tidal buffer zone?  Yes  No

Is the property within a Designated River corridor?  Yes  No. If yes, provide the following information:

- Name of Local River Management Advisory Committee (LAC):
- A copy of the application was sent to the LAC on Month:  Day:  Year:

For stream crossing projects, provide watershed size: N/A

For dredging projects, is the subject property contaminated?  Yes  No  
 If yes, list contaminant:

Is there potential to impact impaired waters, class A waters, or outstanding resource waters?  Yes  No

[irm@des.nh.gov](mailto:irm@des.nh.gov) or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

[www.des.nh.gov](http://www.des.nh.gov)

**SECTION 2 - PROJECT DESCRIPTION (Env-Wt 311.04(i))**

Provide a brief description of the project and the purpose of the project, outlining the scope of work to be performed and whether impacts are temporary or permanent. DO NOT reply "See attached" in the space provided below.

Remove existing dockage and breakwater, rock will be reused to construct new breakwater. Install U-shaped permanent pile supported dockage adjacent to the new breakwater that consists of a 6ft x 45.5ft main pier and a 6ft x 36ft southerly pier connected by a 6ft x 12ft walkway. Install a 14ft by 30ft seasonal canopy and a permanent boatlift in the center dock slip. Additionally, install two ice protection clusters at the lakeward end of each pier and three fender pilings along breakwater. Lastly, install two seasonal PWC lifts.

**SECTION 3 - PROJECT LOCATION**

Separate wetland permit applications must be submitted for each municipality within which wetland impacts occur.

ADDRESS: 170 Edgewater Drive

TOWN/CITY: Gilford

TAX MAP/BLOCK/LOT/UNIT: 217-013-000

US GEOLOGICAL SURVEY (USGS) TOPO MAP WATERBODY NAME: Lake Winnepesaukee

 N/A

(Optional) LATITUDE/LONGITUDE in decimal degrees 43.60898° North  
(to five decimal places): 71.43454° West

**SECTION 4 - APPLICANT (DESIRED PERMIT HOLDER) INFORMATION (Env-Wt 311.04(a))**

If the applicant is a trust or a company, then complete with the trust or company information.

NAME: Marceau Real Estate Investments, LLC

MAILING ADDRESS:

TOWN/CITY

STATE:

ZIP CODE

EMAIL ADDRESS: N/A

FAX: N/A

PHONE: N/A

ELECTRONIC COMMUNICATION: By initialing here: N/A, I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 5 - AUTHORIZED AGENT INFORMATION (Env-Wt 311.04(c))** N/A

LAST NAME, FIRST NAME, M.I.: Aldcroft, Ian, E.

COMPANY NAME: Watermark Marine Construction

MAILING ADDRESS: 1218 Union Avenue

TOWN/CITY: Laconia

STATE: NH

ZIP CODE: 03246

EMAIL ADDRESS: [iea@watermarkmarine.com](mailto:iea@watermarkmarine.com)

FAX: 603-524-8100

PHONE: 603-293-4000

ELECTRONIC COMMUNICATION: By initialing here IEA, I hereby authorize NHDES to communicate all matters relative to this application electronically.

**SECTION 6 - PROPERTY OWNER INFORMATION (IF DIFFERENT THAN APPLICANT) (Env-Wt 311.04(b))**

If the owner is a trust or a company, then complete with the trust or company information.

 Same as applicant

NAME: Marceau Real Estate Investments, LLC

MAILING ADDRESS: 2 Thibeault Drive

[irm@des.nh.gov](mailto:irm@des.nh.gov) or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

[www.des.nh.gov](http://www.des.nh.gov)

TOWN/CITY: <u>Bow</u>		STATE: <u>NH</u>	ZIP CODE: <u>03304</u>
EMAIL ADDRESS: <u>N/A</u>		FAX: <u>N/A</u>	PHONE: <u>N/A</u>
ELECTRONIC COMMUNICATION: By initialing here <u>N/A</u> , I hereby authorize NHDES to communicate all matters relative to this application electronically.			
<b>SECTION 7 - RESOURCE-SPECIFIC CRITERIA ESTABLISHED IN Env-Wt 400, Env-Wt 500, Env-Wt 600, Env-Wt 700, OR Env-Wt 900 HAVE BEEN MET (Env-Wt 313.01(a)(3)).</b>			
Describe how the resource-specific criteria have been met for each Chapter listed above (please attach information about stream crossings, coastal resources, prime wetlands, or non-tidal wetlands and surface waters). Env-Wt 513.03(a) - Approval Criteria for Docking Structures Env-Wt 513.04(a) - Approval Criteria for Permanent Docking Structures Env-Wt 513.05(a) - Approval Criteria For Accessory Docking Structures Env-Wt 513.06 - Application Requirements for All Docking Structures Env-Wt 513.08(b) - Information Required for Requests for Waivers to Size Requirements Env-Wt 513.09 - Design Requirements for Docking Structures Env-Wt 513.10(a), (d) - Setback Requirements for Docking Structures Env-Wt 513.12 - Frontage Requirements for Private and Non-commercial Docking Structures Env-Wt 513.14 - Navigation Space for Docking Structures Env-Wt 513.15(a), (b), (c) - Design Requirements for Permanent Docking Structures Env-Wt 513.19 - Design, Construction, and Maintenance Requirements for Canopies Env-Wt 513.20 - Design and Construction Requirements for Dolphins, Ice Clusters and Tie-Off Piles Env-Wt 513.21(a), (b), (c) - Design and Construction Requirements for Watercraft Lifts Env-Wt 513.22(a), (c) - Construction and Maintenance of Docking Structures Env-Wt 513.24(c)(3) - Docking Structure Construction, Repair, or Replacement Project Classifications			
<b>SECTION 8 - AVOIDANCE AND MINIMIZATION</b>			
Impacts within wetland jurisdiction must be avoided to the maximum extent practicable (Env-Wt 313.03(a)). If all impacts cannot be avoided, a functional assessment is required for minor and major projects (Env-Wt 311.03(b)(10)). Any project with unavoidable jurisdictional impacts must then be minimized as described in the <u>Wetlands Best Management Practice Techniques For Avoidance and Minimization</u> and the <u>Wetlands Permitting: Avoidance, Minimization and Mitigation Fact Sheet</u> . Please refer to the application checklist to ensure that you have attached all documents related to avoidance and minimization, as well as functional assessment (where applicable). You can use the <u>Avoidance and Minimization Checklist</u> , the <u>Avoidance and Minimization Narrative</u> , or your own avoidance and minimization narrative.			
<b>SECTION 9 - MITIGATION REQUIREMENT (Env-Wt 311.02)</b>			
If unavoidable jurisdictional impacts require mitigation, a mitigation pre-application meeting must occur at least 30 days but not more than 90 days prior to submitting this Standard Dredge and Fill Permit Application.			
Mitigation Pre-Application Meeting Date: Month: <input type="checkbox"/> Day: <input type="checkbox"/> Year: <input type="checkbox"/>			
<input checked="" type="checkbox"/> N/A - Mitigation is not required			
<b>SECTION 10 - THE PROJECT MEETS COMPENSATORY MITIGATION REQUIREMENTS (Env-Wt 313.01(a)(1)c).</b>			
Have you submitted a compensatory mitigation proposal that meets the requirements of Env-Wt 800 for all permanent impacts that will remain after avoidance and minimization demonstration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> N/A - Mitigation is not required			

[irm@des.nh.gov](mailto:irm@des.nh.gov) or (603) 271-2147

NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

[www.des.nh.gov](http://www.des.nh.gov)

**SECTION 11 - IMPACT AREA (Env-Wt 311.04(g))**

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact, and note whether the impact is after-the-fact (ATF; i.e., work was started or completed without required permitting).

For intermittent and ephemeral\* streams, the linear footage of impact is measured along the thread of the channel. \*Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309.02(d), however other dredge or fill impacts should be included below.

For perennial streams/rivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.

Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials).

Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

JURISDICTIONAL AREA		PERMANENT			TEMPORARY		
		SF	LF	ATF	SF	LF	ATF
Wetlands	Forested Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Scrub-shrub Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Emergent Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Wet Meadow			<input type="checkbox"/>			<input type="checkbox"/>
	Vernal Pool			<input type="checkbox"/>			<input type="checkbox"/>
	Designated Prime Wetland			<input type="checkbox"/>			<input type="checkbox"/>
	Duly-established 100-foot Prime Wetland Buffer			<input type="checkbox"/>			<input type="checkbox"/>
Surface Water	Intermittent / Ephemeral* Stream			<input type="checkbox"/>			<input type="checkbox"/>
	Perennial Stream or River			<input type="checkbox"/>			<input type="checkbox"/>
	Lake / Pond			<input type="checkbox"/>	4		<input type="checkbox"/>
	Docking - Lake / Pond	570		<input type="checkbox"/>	420		<input type="checkbox"/>
	Docking - River			<input type="checkbox"/>			<input type="checkbox"/>
Banks	Bank - Intermittent Stream			<input type="checkbox"/>			<input type="checkbox"/>
	Bank - Perennial Stream / River			<input type="checkbox"/>			<input type="checkbox"/>
	Bank/shoreline - Lake / Pond			<input type="checkbox"/>			<input type="checkbox"/>
Tidal	Tidal Waters			<input type="checkbox"/>			<input type="checkbox"/>
	Tidal Marsh			<input type="checkbox"/>			<input type="checkbox"/>
	Sand Dune			<input type="checkbox"/>			<input type="checkbox"/>
	Undeveloped Tidal Buffer Zone (TBZ)			<input type="checkbox"/>			<input type="checkbox"/>
	Previously-developed TBZ			<input type="checkbox"/>			<input type="checkbox"/>
	Docking - Tidal Water			<input type="checkbox"/>			<input type="checkbox"/>
<b>TOTAL</b>		<b>570</b>			<b>424</b>		

**SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)**

MINIMUM IMPACT FEE: Flat fee of \$400

NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION: Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions)

MINOR OR MAJOR IMPACT FEE: Calculate using the table below:

Permanent and temporary (non-docking):	4 SF	× \$0.40 =	\$ 1.00
Seasonal docking structure:	420 SF	× \$2.00 =	\$ 840.00
Permanent docking structure:	570 SF	× \$4.00 =	\$ 2,280.00
Projects proposing shoreline structures (including docks) add \$400 =			\$ 400.00
Total =			\$ 3,521.00

The application fee for minor or major impact is the above calculated total or \$400, whichever is greater = \$ 3,521.00

**SECTION 13 - PROJECT CLASSIFICATION (Env-Wt 306.05)**

Indicate the project classification.

<input type="checkbox"/> Minimum Impact Project	<input type="checkbox"/> Minor Project	<input checked="" type="checkbox"/> Major Project
---	--	---

**SECTION 14 - REQUIRED CERTIFICATIONS (Env-Wt 311.11)**

Initial each box below to certify:

Initials: <i>MT</i>	To the best of the signer's knowledge and belief, all required notifications have been provided.
Initials: <i>MT</i>	The information submitted on or with the application is true, complete, and not misleading to the best of the signer's knowledge and belief.
Initials: <i>MT</i>	<p>The signer understands that:</p> <ul style="list-style-type: none"> <li>The submission of false, incomplete, or misleading information constitutes grounds for NHDES to:                     <ol style="list-style-type: none"> <li>Deny the application.</li> <li>Revoke any approval that is granted based on the information. And</li> <li>If the signer is a certified wetland scientist, licensed surveyor, or professional engineer licensed to practice in New Hampshire, refer the matter to the joint board of licensure and certification established by RSA 310-A:1.</li> </ol> </li> <li>The signer is subject to the penalties specified in New Hampshire law for falsification in official matters, currently RSA 641.</li> <li>The signature shall constitute authorization for the municipal conservation commission and the Department to inspect the site of the proposed project, except for minimum impact trail projects, where the signature shall authorize only the Department to inspect the site pursuant to RSA 482-A:6, II.</li> </ul>
Initials: <i>MT</i>	If the applicant is not the owner of the property, each property owner signature shall constitute certification by the signer that he or she is aware of the application being filed and does not object to the filing.

**SECTION 15 - REQUIRED SIGNATURE (Env-Wt 311.04(d); Env-Wt 311.11)**

SIGNATURE (OWNER): <i>[Signature]</i>	PRINT NAME LEGIBLY: <i>MARK THOMPSON</i>	DATE: <i>6/11/20</i>
SIGNATURE (APPLICANT, IF DIFFERENT FROM OWNER): <i>[Signature]</i>	PRINT NAME LEGIBLY: <i>MARCOSEU REST ESTATE INVESTMENTS</i>	DATE: <i>6/11/20</i>
SIGNATURE (AGENT, IF APPLICABLE): <i>Ian Aldcroft</i>	PRINT NAME LEGIBLY: <i>Ian Aldcroft</i>	DATE: <i>06/09/2020</i>

**SECTION 16 - TOWN / CITY CLERK SIGNATURE (Env-Wt 311.04(f))**

As required by RSA 482-A:3, I(a), (1), I hereby certify that the applicant has filed four application forms, four detailed plans, and four USGS location maps with the town/city indicated below.

TOWN/CITY CLERK SIGNATURE: <i>Danielle Lafond</i>	PRINT NAME LEGIBLY: <i>Danielle Lafond</i>
TOWN/CITY: <i>Gilford</i>	DATE: <i>6/11/20</i>

**DIRECTIONS FOR TOWN/CITY CLERK:**

Per RSA 482-A:3, I(a)(1)

- IMMEDIATELY sign the original application form and four copies in the signature space provided above.
- Return the signed original application form and attachments to the applicant so that the applicant may submit the application form and attachments to NHDES by mail or hand delivery.
- IMMEDIATELY distribute a copy of the application with one complete set of attachments to each of the following bodies: the municipal Conservation Commission, the local governing body (Board of Selectmen or Town/City Council), and the Planning Board. And
- Retain one copy of the application form and one complete set of attachments and make them reasonably accessible for public review.

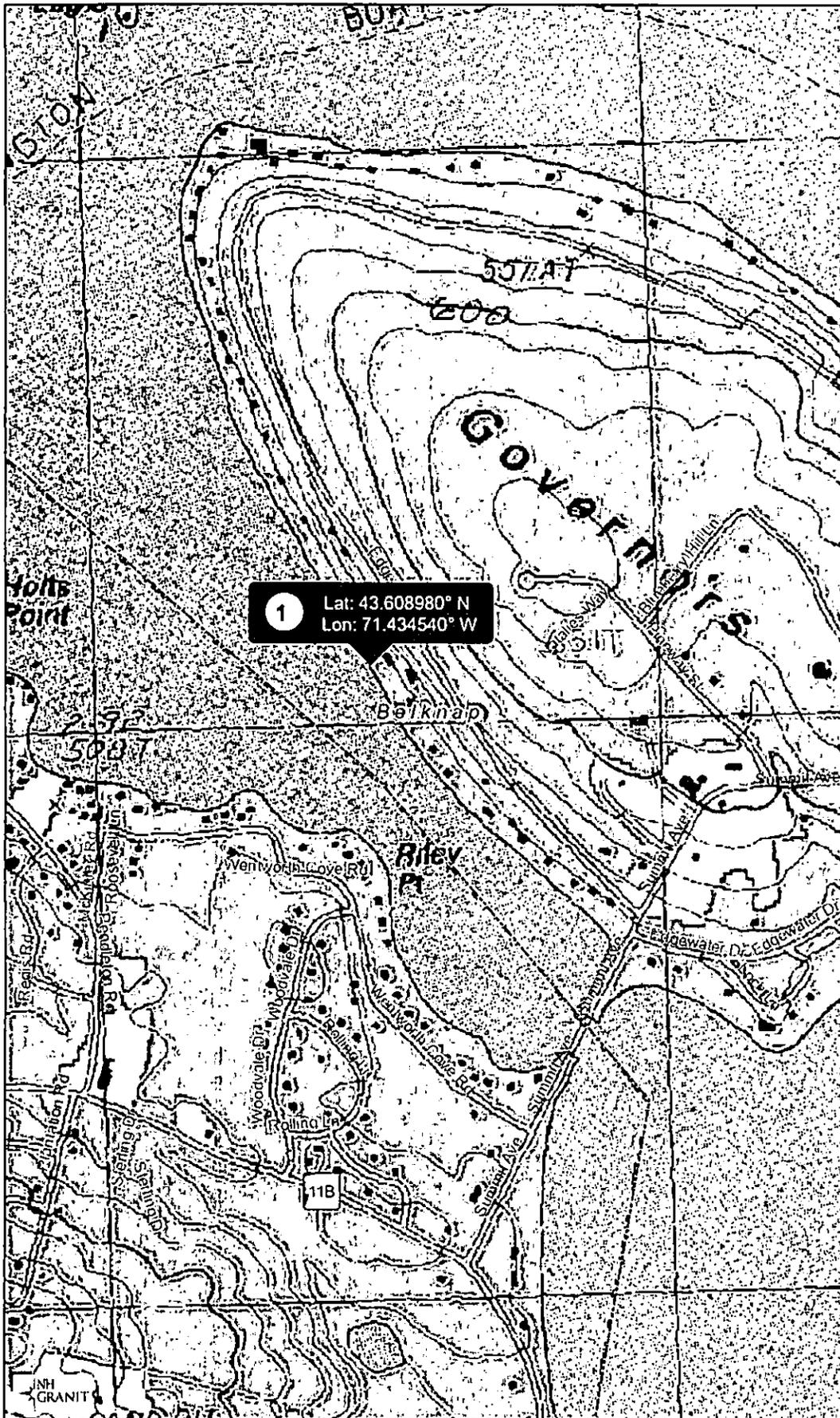
**DIRECTIONS FOR APPLICANT:**

Submit the single, original permit application form bearing the signature of the Town/City Clerk, additional materials, and the application fee to NHDES by mail or hand delivery at the address at the bottom of this page

[lrn@des.nh.gov](mailto:lrn@des.nh.gov) or (603) 271-2147  
 NHDES Wetlands Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095  
[www.des.nh.gov](http://www.des.nh.gov)



# Marceau Real Estate Investments, LLC Property



## Legend

- State
- County
- City/Town

Map Scale

1: 10,000



© NH GRANIT, [www.granit.unh.edu](http://www.granit.unh.edu)

Map Generated: 5/15/2020

## Notes

Marceau Real Estate Investments, LLC

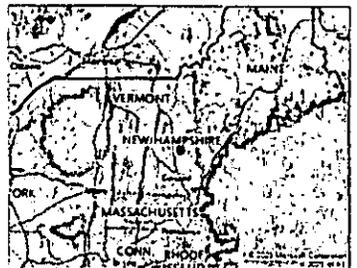
170 Edgewater Drive, Gilford

TWL #217-013-000

Geographic Coordinates:

Latitude: 43.60898°

Longitude: 71.43454°





## New Hampshire Natural Heritage Bureau

---

**To:** Paul Goodwin  
Watermark Marine Construction  
1218 Union Avenue  
Laconia, NH 03246

**Date:** 5/6/2020

**From:** NH Natural Heritage Bureau

**Re:** Review by NH Natural Heritage Bureau of request dated 5/6/2020  
NHB File ID: NHB20-1286

**Applicant:** Marceau Real Estate  
Investments

**Location:** Tax Map(s)/Lot(s): 217-013-000  
Gilford

**Project Description:** remove existing curved dock and breakwater and  
construct a "U" shaped dock with breakwater...

The NH Natural Heritage database has been checked for records of rare species and exemplary natural communities near the area mapped below. The species considered include those listed as Threatened or Endangered by either the state of New Hampshire or the federal government. We currently have no recorded occurrences for sensitive species near this project area.

A negative result (no record in our database) does not mean that a sensitive species is not present. Our data can only tell you of known occurrences, based on information gathered by qualified biologists and reported to our office. However, many areas have never been surveyed, or have only been surveyed for certain species. An on-site survey would provide better information on what species and communities are indeed present.

This report is valid through 5/5/2021.



MAP OF PROJECT BOUNDARIES FOR NHB FILE ID: NHB20-1286





# 10 foot Abutters List Report

Gilford, NH  
May 06, 2020

### Subject Property:

Parcel Number: 217-013-000 SITE  
CAMA Number: 217-013-000  
Property Address: 170 EDGEWATER DR

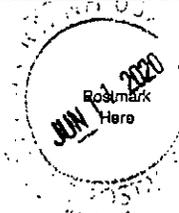
### Abutters:

Parcel Number: 217-012-000 Mailing Address: 164 EDGEWATER DRIVE LLC  
CAMA Number: 217-012-000  
Property Address: 164 EDGEWATER DR

Parcel Number: 217-014-000 Mailing Address: DANIELS, LISA D L REV TRUST OF 2017  
CAMA Number: 217-014-000 DANIELS, LISA D L TRUSTEE  
Property Address: 176 EDGEWATER DR

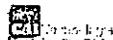
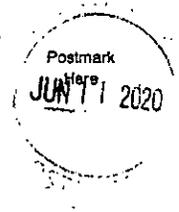
7018 3090 0001 7817 1610

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For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Certified Mail Fee	\$ 3.50
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.50
Total Postage and Fees	\$ 4.00
Sent To	164 Edgewater Drive LLC
Street and A	
City, State, Z	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



7018 3090 0001 7812 9055

U.S. Postal Service	
CERTIFIED MAIL® RECEIPT	
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For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Certified Mail Fee	\$ 3.50
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ 0.50
Total Postage and Fees	\$ 4.00
Sent To	Lisa Daniels Rev. Trust of 2017
Street and A	Trustee: Lisa Daniels
City, State, Z	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



www.cai-tech.com

Watercraft Lifts Shall Meet Criteria Under Env-Wt 513.21

Shallow Water Prohibits Safe Dockage Under Present Conditions Therefore This Dockage Is The Least Impacting Alternative To Providing Three Standard Sized, Safe & Secure Boatslips On This Site Pursuant To Env-Wt 513.08 (a)(b)&(d).

Proposed 14 ft x 30 ft Seasonal Canvas Canopy and Permanent Boatlift (420 sq ft)

Remove Existing Dockage And Breakwater - Rock Shall Be Used To Construct New Breakwater (Less 545 sq ft B/W & 172 sq ft Dock)

570 sq ft Dock Surface Area (Net 398 sq ft)

Approx. Location Of 3 ft Depth Contour

Turbidity Curtain Surrounds Project During Work & Until Stabilization (4 sq ft temp. impacts)

Proposed Seasonal PWC Lifts

Approx. 504.32 Full Lake Shoreline

Approx. Top Of Bank

Existing Walls, Steps, Patio, Etc. See Shoreland Plan (no work proposed)

The baseline details of this plan were scanned from a survey by Meridian Land Services 4/1/20. This is not a survey plan and is to be used only for the purposes of a NH DES Wetlands Bureau permit application package.

This Project Has Been Designed To Meet Approval Criteria For Docking Structures Under Env-Wt 513.03

Proposed Ice Protection Cluster Piles (6 sq ft) Meet Env-Wt 513.20

Fender Piles (3) (3 sq ft)

50 ft Max. Extension From Full Lake Shore

568 sq ft B/W Surface Area (Net 23 sq ft) 98.75 cu yds +/- (net 3.75 cu yds)

Lake Winnepesaukee

Full Lake Shoreline 504.32

Over 4 mi Fetch 316'

See Notarized Consent For Work In 20 ft Setback

"Boat Slip" Per RSA-482-A:2,VIII

This Site Meets The Criteria For Breakwater Construction Under Env-Wt 513.02

This Site Meets The Criteria For Permanent Dockage Under Env-Wt 513.04 & Env-Wt 513.15

This Project Meets Setback Criteria For Docking Structures Under Env-Wt 513.10

Add'l Rock Shall Be Hauled To Site Via Barge - No Stock Piling On Site Per Env-Wt 512.05(b) and Constructed Per Env-Wt 512.04

The Proposed Docking Structures Meet Current Design Criteria And Would Be Approved On A Vacant Site Under Present Regulations Such That Env-Wt 513.23 Shall Not Apply.

This Site Supports 3 Boatslips On 153 ft Average Frontage Under Env-Wt 513.12

148 ft Straight Line Frontage  
158 ft +/- Shoreline Frontage  
153 ft +/- Average Frontage

TM/Lot: #217-013-000

		Watermark Marine Construction 1218 Union Avenue Laconia, NH 03246 603-293-4000 (Phone) 603-524-8100 (Fax)	
Project Name:	MARCEAU REAL ESTATE	Plan Title:	Proposed Conditions
Plan Scale:	1" = 20'	Project Town:	Gilford, NH
Plan Date:	REV 7/30/20	Site Address:	170 Edgewater Drive

YN



OCT 08 '20 PM 3:26 DAS

28  
54

Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

September 22, 2020

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 \$1,079,294. 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, 2021. 100% Federal Funds.

Funds to support this request are available in the accounts titled VR-Field Programs-Federal in FY 2021 and FY 2022, 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.

	<u>FY 2021</u>	<u>FY 2022</u>
06-56-56-565010-25380000- 603-504150	\$906,606	\$172,688
VR Client Services-Federal		

**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. 669 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 2,643 extended learning opportunity have been completed, with 1,380 academic credits obtained. After completing the program 84 students graduated immediately, 43 students attended alternative education and 396 students returned to high school. The average student attendance rate is 93% and 79% of students in IMPACCT have an IEP, as well as 14% 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.

The program was originally developed through a request for proposal (RFP) process in 2016 and GSIL was the chosen vendor to provide the program in the state. VR and GSIL are looking to continue this partnership to enhance the provision of Pre-ETS in the state.

Thank you for your consideration of this request.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

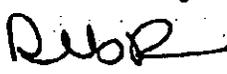
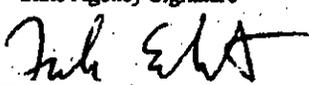
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Education Vocational Rehabilitation		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 03301	
1.5 Contractor Phone Number 603-228-9680	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2021	1.8 Price Limitation \$1,079,294
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-271-7080	
1.11 Contractor Signature  Date: 10/2/2020		1.12 Name and Title of Contractor Signatory Deborah Ritcey, Chief Executive Officer	
1.13 State Agency Signature  Date: 10-6-20		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:  On: 10/7/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 10/2/2020

**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.

## 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

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.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Additional exhibits D-G.

Contractor Initials de  
Date 12/21/2020

## 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, 2021:

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 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 already have 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

## EXHIBIT B CONTINUED

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 the module programming in four areas of the state (Berlin/Littleton, Concord, Manchester and Nashua).
2. 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 Community College or other designated location.
3. 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.
4. 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.
5. 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

## EXHIBIT B CONTINUED

- v. Job shadows
  - vi. Job tours
  - vii. Information interviews
  - viii. Internships
6. 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.
  7. Provide transportation to community and employer sites as needed once students are at their physical location of the program.
  8. 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.
  9. Ensure that curriculum used for the Academy appropriately addresses the five required Transition Services identified in WIOA.

### **GSIL will work in tandem with NHVR to ensure:**

- A. As defined by Workforce Innovations Opportunity Act (WIOA), all students with a disability, who are eligible or potentially eligible, will meet the required criteria.
- B. The development, marketing, and presentation of the required Pre-Employment Transition Services and all aspects of the process are effective and accessible.
- C. 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.
- D. Appropriate collaboration with local high schools and Special Education professionals to coordinate provision of services to students with disabilities.
- E. 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.
- F. Any and all marketing materials used to promote the specific services listed above shall prominently display the NHVR logo and communicate clearly that the

## EXHIBIT B CONTINUED

services are being provided at the request of NHVR and as a result of direct funding by NHVR.

- G. 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).

### REPORTING

GSIL shall provide a report, at the end of each cohort, and one yearly 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

### SUSTAINABILITY PLAN

Vocational Rehabilitation, upon completion of this contract, will be providing a portion of program funding, to be determined. 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**

**BUDGET**

	FY 2021	FY 2022	Total
Salaries and Wages	\$452,823	\$86,252	\$539,075
Payroll Taxes & Fringe Benefits	\$126,790	\$24,151	\$150,941
<b>Subtotal-Compensation Expenses</b>	<b>\$579,613</b>	<b>\$110,403</b>	<b>\$690,016</b>
Transportation	\$13,574	\$2,586	\$16,160
Mileage Reimbursement	\$24,192	\$4,608	\$28,800
Occupancy Expense	\$102,144	\$19,456	\$121,600
Stakeholders/Partners	\$18,312	\$3,488	\$21,800
Office Expenses/Supplies	\$13,440	\$2,560	\$16,000
Telephone	\$8,602	\$1,638	\$10,240
Printing/Promotion/Outreach/Postage	\$11,760	\$2,240	\$14,000
Computer Costs	\$14,414	\$2,746	\$17,160
Student Stipends	\$32,256	\$6,144	\$38,400
Student Costs/Graduations/Meetings	\$5,880	\$1,120	\$7,000
<b>Subtotal-Direct Expenses</b>	<b>\$244,574</b>	<b>\$46,586</b>	<b>\$291,160</b>
Indirect Expense at 10%	\$82,419	\$15,699	\$98,118
<b>Total Expenses</b>	<b>\$906,606</b>	<b>\$172,688</b>	<b>\$1,079,294</b>

**METHOD OF PAYMENT**

**Limitation on Price:** In no case shall the contract exceed the price limitation of \$1,079,294.

**Funding Source:** Funds are available in account titled Vocational Rehabilitation Field Programs-Federal for FY 2021, and anticipated to be available in Fiscal Year 2022, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY 2021</u>	<u>FY 2022</u>
06-56-56-565010-25380000-603-504150	\$909,606	\$172,688
VR Client Services-Federal		

Contractor Initials dm  
Date 10/21/2020

**EXHIBIT C CONTINUED**

**Method of Payment:** Upon Governor and Council approval, 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.

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 10/2/2020

## 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 *dr*  
Date *10/1/2020*

**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 dr  
Date 10/2/2020

**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/stllin.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 dr  
Date 10/2/2020

## 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 *dk*  
Date *10/21/2020*

# State of New Hampshire

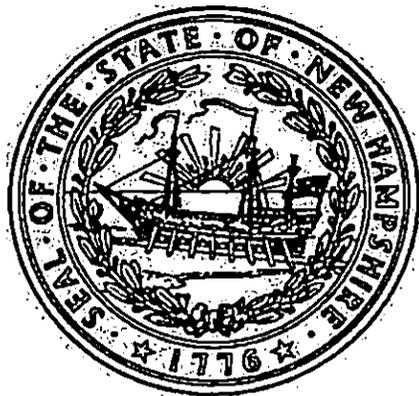
## Department of State

### 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.

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

William M. Gardner  
Secretary of State



# Granite State Independent Living

## Certificate of Authority

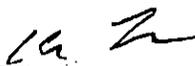
I, **Kenneth Traum**, Secretary of Granite State Independent Living do hereby certify that:

1. I am duly elected Secretary of Granite State Independent Living, a State of New Hampshire Corporation;
2. I maintain and have custody and am familiar with the Seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolution duly adopted by the Board of Directors at a vote, duly held on October 1, 2020, which meeting was duly held in accordance with the State of New Hampshire law and the by-laws of the Corporation;
5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date hereof; and:
6. The following person(s) have been duly elected to and now occupy the office (s) indicated below:

Geoffrey Souther, Chair  
 David Qualey, 1st Vice Chair  
 Rev. Edward Costa, 2nd Vice Chair  
 Ken Traum, Secretary & Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this:

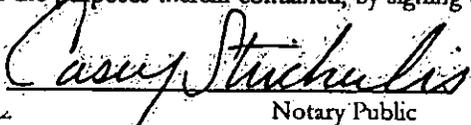
October 2 2020.

  
 \_\_\_\_\_  
 Kenneth Traum, Secretary

State of New Hampshire, County of Merrimack.

The foregoing instrument was acknowledged before me this 2nd day of October, 2020, before me, Casey Strickulis, the undersigned Officer, personally appeared **Kenneth Traum** who acknowledged himself to be the Secretary of Granite State Independent Living, a Corporation, and that he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal:

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

**CASEY N. STRICKULIS, Notary Public**  
 State of New Hampshire  
 My Commission Expires November 4, 2020





# 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 \$1,079,294 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.

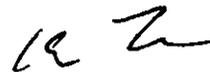
**Be it further RESOLVED:** Deborah Ritcey, as President and Chief Executive Officer, is hereby authorized on behalf of Granite State Independent Living, to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions,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

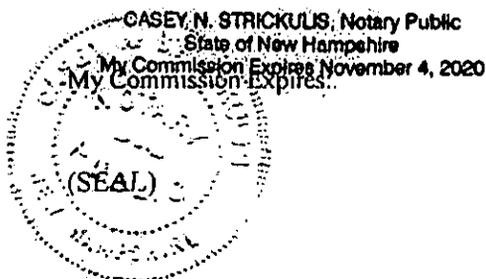
The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office indicated below.

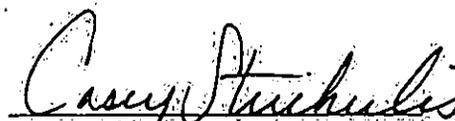
## Certificate of Vote

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 October 1, 2020.

DATED: 10/02/ 2020

  
\_\_\_\_\_  
Kenneth Traum, Secretary



  
\_\_\_\_\_  
Notary Public

**CERTIFICATE OF LIABILITY INSURANCE**

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Granite State Independent Living 21 Chenell Drive Concord, NH 03301	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Granite State Healthcare & Human Svc WC	<b>NONAIC</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

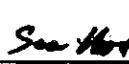
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Professional Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	[REDACTED]	02/11/2020	02/11/2021	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	02/11/2020	02/11/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K		[REDACTED]	02/11/2020	02/11/2021	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	[REDACTED]	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 per Form PI-GLD-HS(10/11) with respect to the Commercial General Liability.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> The State of New Hampshire Department of Education Vocational Rehabilitation 21 So. Fruit Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

## Our Mission & Values

Granite State Independent Living (GSIL) is a statewide nonprofit organization whose mission is to promote quality of life with independence for people with disabilities and seniors through advocacy, information, education, support and transition services.

- At Granite State Independent Living we believe in the importance of mutual **RESPECT** and we celebrate diversity.
- At Granite State Independent Living we believe all individuals should have **CHOICES**.
- At Granite State Independent Living we believe in individual **EMPOWERMENT**.
- At Granite State Independent Living we believe that all individuals have the right to define their own level of **INDEPENDENCE**.
- At Granite State Independent Living we believe in **COLLABORATION**.
- At Granite State Independent Living everything we do is done with **INTEGRITY**.



## **GRANITE STATE INDEPENDENT LIVING**

Financial Statements  
For the Year Ended September 30, 2019

(With Independent Auditors' Report Thereon)

## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>FINANCIAL STATEMENTS:</b>	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Granite State Independent Living

Additional Offices:  
Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### Report on the Financial Statements

We have audited the accompanying financial statements of Granite State Independent Living, which comprise the statement of financial position as of September 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the

entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite State Independent Living as of September 30, 2019 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Granite State Independent Living's fiscal year 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 17, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2020 on our consideration of Granite State Independent Living's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Granite State Independent Living's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite State Independent Living's internal control over financial reporting and compliance.

*Melanson Heath*

February 3, 2020

**GRANITE STATE INDEPENDENT LIVING**

Statement of Financial Position

September 30, 2019

(with comparative totals as of September 30, 2018)

	2019			
	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Total
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 3,460,737	\$ 42,283	\$ 3,503,020	\$ 3,198,885
Restricted cash	19,072	-	19,072	30,082
Accounts receivable, net	1,505,293	-	1,505,293	1,924,693
Prepaid expenses	<u>360,266</u>	<u>-</u>	<u>360,266</u>	<u>489,646</u>
Total Current Assets	5,345,368	42,283	5,387,651	5,643,306
Investments	839,399	195,642	1,035,041	988,341
Property and Equipment, Net	<u>967,308</u>	<u>-</u>	<u>967,308</u>	<u>1,231,657</u>
Total Assets	<u>\$ 7,152,075</u>	<u>\$ 237,925</u>	<u>\$ 7,390,000</u>	<u>\$ 7,863,304</u>
 <b>LIABILITIES AND NET ASSETS</b>				
Current Liabilities:				
Accounts payable	\$ 96,877	\$ -	\$ 96,877	\$ 139,947
Accrued payroll and related liabilities	809,850	-	809,850	874,289
Accrued expenses	279,990	-	279,990	414,077
Deferred revenue	151,019	-	151,019	118,194
Current portion of contracts payable	<u>7,950</u>	<u>-</u>	<u>7,950</u>	<u>7,950</u>
Total Current Liabilities	1,345,686	-	1,345,686	1,554,457
Contracts Payable, Net of Current Portion	<u>7,288</u>	<u>-</u>	<u>7,288</u>	<u>15,238</u>
Total Liabilities	1,352,974	-	1,352,974	1,569,695
Net Assets:				
Without Donor Restrictions	5,799,101	-	5,799,101	6,062,868
With Donor Restrictions:				
Time and purpose restricted	-	42,283	42,283	36,809
Perpetual endowment	<u>-</u>	<u>195,642</u>	<u>195,642</u>	<u>193,932</u>
Total Net Assets	<u>5,799,101</u>	<u>237,925</u>	<u>6,037,026</u>	<u>6,293,609</u>
Total Liabilities and Net Assets	<u>\$ 7,152,075</u>	<u>\$ 237,925</u>	<u>\$ 7,390,000</u>	<u>\$ 7,863,304</u>

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

**GRANITE STATE INDEPENDENT LIVING**

Statement of Activities

For the Year Ended September 30, 2019

(with comparative totals for the year ended September 30, 2018)

	2019			
	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	2019 <u>Total</u>	2018 <u>Total</u>
<b>SUPPORT AND REVENUE</b>				
Support:				
Grants	\$ 2,781,638	\$ 53,979	\$ 2,835,617	\$ 2,953,249
Public support	86,290	1,710	88,000	78,330
Special events, net	45,324	-	45,324	30,730
Revenue:				
Program fees, net	15,482,774	-	15,482,774	17,052,516
Interest	11,548	-	11,548	6,185
Miscellaneous	6,859	-	6,859	4,189
Investment income, net	36,016	-	36,016	11,371
Net Assets Released From Restriction	<u>48,505</u>	<u>(48,505)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	18,498,954	7,184	18,506,138	20,136,570
<b>EXPENSES</b>				
Program Services:				
Long-term care	13,068,767	-	13,068,767	14,164,543
Community economic development	<u>3,307,359</u>	<u>-</u>	<u>3,307,359</u>	<u>3,640,903</u>
Total Program Services	16,376,126	-	16,376,126	17,805,446
Supporting Services:				
General and administrative	2,230,693	-	2,230,693	2,425,500
Fundraising	<u>155,902</u>	<u>-</u>	<u>155,902</u>	<u>157,894</u>
Total Supporting Services	<u>2,386,595</u>	<u>-</u>	<u>2,386,595</u>	<u>2,583,394</u>
Total Expenses	<u>18,762,721</u>	<u>-</u>	<u>18,762,721</u>	<u>20,388,840</u>
Change in Net Assets	(263,767)	7,184	(256,583)	(252,270)
Net Assets, Beginning of Year	<u>6,062,868</u>	<u>230,741</u>	<u>6,293,609</u>	<u>6,545,879</u>
Net Assets, End of Year	\$ <u>5,799,101</u>	\$ <u>237,925</u>	\$ <u>6,037,026</u>	\$ <u>6,293,609</u>

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

GRANITE STATE INDEPENDENT LIVING

Statement of Functional Expenses

For the Year Ended September 30, 2019

(with comparative totals for the year ended September 30, 2018)

	Program Services			Supporting Services			2019 Total	2018 Total
	Long-Term Care	Community Economic Development	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
Personnel expense:								
Salaries and wages	\$ 10,031,665	\$ 1,780,999	\$ 11,812,664	\$ 1,303,877	\$ 94,284	\$ 1,398,161	\$ 13,210,825	\$ 14,395,287
Employee benefits	1,709,309	392,131	2,101,440	230,655	17,570	248,225	2,349,665	2,703,045
Payroll taxes	811,798	139,211	951,009	105,520	7,127	112,647	1,063,656	1,157,407
Advertising	65,636	11,132	76,768	11,189	4,239	15,428	92,196	90,623
Board of directors	-	-	-	4,990	-	4,990	4,990	8,517
Building occupancy	94,128	211,503	305,631	99,537	7,868	107,405	413,036	461,022
Consultants	-	5,026	5,026	11,134	-	11,134	16,160	14,671
Depreciation	63,088	119,649	182,737	95,186	91	95,277	278,014	277,574
Dues and subscriptions	1,523	3,191	4,714	6,744	6,890	13,634	18,348	9,032
Equipment lease and maintenance	485	1,683	2,168	46,316	19	46,335	48,503	47,975
Grants	292	370,132	370,424	-	-	-	370,424	242,912
Information technology	10,612	3,885	14,497	61,756	4,180	65,936	80,433	87,747
Insurance	-	22,373	22,373	65,848	-	65,848	88,221	86,272
Interpreter	455	2,526	2,981	203	-	203	3,184	2,505
Meals and entertainment	-	798	798	-	-	-	798	1,356
Meetings and events	1,248	3,217	4,465	3,801	86	3,887	8,352	9,031
Miscellaneous	7,696	42,356	50,052	37,814	1,154	38,968	89,020	97,386
Office, printing, postage, and supplies	59,774	18,402	78,176	52,551	10,486	63,037	141,213	160,725
Professional development	270	2,269	2,539	4,122	780	4,902	7,441	18,491
Professional fees	84,697	4,400	89,097	49,573	-	49,573	138,670	132,951
Telephone	38,578	23,039	61,617	38,076	828	38,904	100,521	99,545
Transportation	12,058	69,477	81,535	50	-	50	81,585	80,937
Travel	75,455	79,960	155,415	1,751	300	2,051	157,466	203,829
<b>Total Functional Expenses 2019</b>	<b>\$ 13,068,767</b>	<b>\$ 3,307,359</b>	<b>\$ 16,376,126</b>	<b>\$ 2,230,693</b>	<b>\$ 155,902</b>	<b>\$ 2,386,595</b>	<b>\$ 18,762,721</b>	
<b>Total Functional Expenses 2018</b>	<b>\$ 14,164,543</b>	<b>\$ 3,640,903</b>	<b>\$ 17,805,446</b>	<b>\$ 2,425,500</b>	<b>\$ 157,894</b>	<b>\$ 2,583,394</b>		<b>\$ 20,388,840</b>

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

**GRANITE STATE INDEPENDENT LIVING**

Statement of Cash Flows

For the Year Ended September 30, 2019

(with comparative totals for the year ended September 30, 2018)

	<u>2019</u>	<u>2018</u>
<b>Cash Flows From Operating Activities:</b>		
Change in net assets	\$ (256,583)	\$ (252,270)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	278,014	277,574
Gain on disposal of asset	-	(200)
Unrealized (gain) loss	(16,176)	7,671
Restricted contributions	(1,710)	(6,725)
Changes in operating assets and liabilities:		
Accounts receivable	419,400	110,131
Prepaid expenses	129,380	229,949
Accounts payable	(43,070)	(7,080)
Accrued payroll and related liabilities	(64,439)	(140,059)
Accrued expenses	(134,087)	199,664
Deferred revenue	32,825	54,510
<b>Net Cash Provided By Operating Activities</b>	<b>343,554</b>	<b>473,165</b>
<b>Cash Flows From Investing Activities:</b>		
Purchases of investments	(30,524)	(19,042)
Purchase of property and equipment	(13,665)	(55,489)
<b>Net Cash Used By Investing Activities</b>	<b>(44,189)</b>	<b>(74,531)</b>
<b>Cash Flows From Financing Activities:</b>		
Proceeds from restricted contributions	1,710	6,725
Payments of contracts payable	(7,950)	(7,950)
<b>Net Cash Used By Financing Activities</b>	<b>(6,240)</b>	<b>(1,225)</b>
<b>Net Change in Cash, Cash Equivalents, and Restricted Cash</b>	<b>293,125</b>	<b>397,409</b>
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	3,228,967	2,831,558
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 3,522,092</u>	<u>\$ 3,228,967</u>

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

# GRANITE STATE INDEPENDENT LIVING

## Notes to Financial Statements

For the Year Ended September 30, 2019

### 1. Organization

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

**Long-Term Care Program.** The Organization offers a variety of personal care service programs based on eligibility. Personal care attendants provide non-medical, hands-on assistance with activities of daily living for seniors and adults living with disabilities. A personal care worker helps individuals bathe, dress, eat, and navigate a range of other daily tasks. In addition to providing assistance with activities of daily living, personal care workers can assist with housekeeping chores, meal preparation, and medication management. Personal care services can be delivered in either a private home, residential care setting, or an individual's place of employment. The Organization also provides nursing facility transition services.

**Community Economic Development Program.** The Organization is committed to assisting seniors and consumers with disabilities so they can function well within their community and pursue personal goals, whether through employment or earning academic credit through youth transition programs. Options are discussed through a call to Information & Referral Program Service Coordinators, who help individuals set their goals. Services provided can include benefit planning, transportation, ASL referral, peer support, and access modification. Additional services offered may include placement, job coaching; and employment through the Ticket to Work Program.

### 2. Significant Accounting Policies

#### ***Change in Accounting Principle***

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal year 2019 and the presentation in these financial statements has been adjusted accordingly.

### ***Comparative Financial Information***

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended September 30, 2018, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments restricted for permanent endowment or other long-term purposes are excluded from this definition.

### ***Accounts Receivable***

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

### ***Investments***

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

### ***Property and Equipment***

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual

disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2019.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

### ***Accounting for Contributions***

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Grant Revenue***

Grant revenue is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Income Taxes***

Granite State Independent Living has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

### ***Estimates***

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Fiscal Committee of the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Fiscal Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions, regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be

observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

*Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

*Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

*Level 3* – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of investments (Note 6) – Level 1 and 2.
- Recurring measurement of line of credit (Note 8) – Level 2.
- Recurring measurement of contracts payable (Note 9) – Level 2.

The carrying amounts of cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, accrued expenses, and deferred revenue approximate fair value due to their short-term nature.

### ***New Accounting Standards to be Adopted in the Future***

#### ***Revenue from Contracts with Customers***

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*. The ASU's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This ASU will be effective for the Organization for the fiscal year ending September 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

#### ***Contributions Received and Contributions Made***

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This ASU will be effective for the Organization for the fiscal year ending September 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

#### ***Leases***

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the fiscal year ending September 30, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

### 3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at September 30, 2019:

Financial assets at year-end:	
Cash and cash equivalents	\$ 3,503,020
Accounts receivable	1,505,293
Investments	<u>1,035,041</u>
Total financial assets	6,043,354
Less amounts not available to be used within one year:	
Net assets with donor restrictions:	
Time and purpose restrictions not expected to be met in less than one year	(42,283)
Perpetual endowment	<u>(195,642)</u>
Financial assets available to meet general expenditures over the next year	\$ <u>5,805,429</u>

Endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments are available for general use. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of liquidity management plan, the Organization also has a \$1,000,000 revolving line of credit available to meet cash flow needs.

### 4. Restricted Cash

The Organization is the fiscal sponsor for Transport NH, an advocacy organization currently seeking exempt status as an organization described in IRC Section 501(c)(3).

**5. Accounts Receivable, Net**

Accounts receivable consist of the following at September 30, 2019:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 737,680	\$ -	\$ 737,680
Title VII	28,406	-	28,406
Other	<u>737,752</u>	<u>(1,455)</u>	<u>739,207</u>
Total	<u>\$ 1,503,838</u>	<u>\$ (1,455)</u>	<u>\$ 1,505,293</u>

Accounts receivable consist of the following at September 30, 2018:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 1,163,560	\$ (27,583)	\$ 1,191,143
Title VII	997	(149)	1,146
Other	<u>683,720</u>	<u>(48,684)</u>	<u>732,404</u>
Total	<u>\$ 1,848,277</u>	<u>\$ (76,416)</u>	<u>\$ 1,924,693</u>

**6. Investments**

Investments consist of the following at September 30, 2019:

<u>Investment Type</u>	Fair		
	<u>Value</u>	<u>Level 1</u>	<u>Level 2</u>
Exchange-traded funds	\$ 119,476	\$ 119,476	\$ -
Money market funds	30,455	30,455	-
Mutual funds	151,327	151,327	-
U.S. Treasury obligations	184,985	-	184,985
U.S. Corporate bonds	313,130	-	313,130
U.S. Common stocks	<u>235,668</u>	<u>235,668</u>	<u>-</u>
Total	<u>\$ 1,035,041</u>	<u>\$ 536,926</u>	<u>\$ 498,115</u>

Investments consist of the following at September 30, 2018:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>
Mutual funds	\$ 283,495	\$ 283,495	\$ -
U.S. Treasury obligations	179,759	-	179,759
U.S. Corporate bonds	314,906	-	314,906
U.S. Common stocks	<u>210,181</u>	<u>210,181</u>	<u>-</u>
Total	<u>\$ 988,341</u>	<u>\$ 493,676</u>	<u>\$ 494,665</u>

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Organization's investments to interest rate fluctuations is as follows:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Investment Maturities (in Years)</u>			
		<u>Less Than 1</u>	<u>1-5</u>	<u>6-10</u>	<u>N/A</u>
Exchange-traded funds	\$ 119,476	\$ -	\$ -	\$ -	\$ 119,476
Money market funds	30,455	-	-	-	30,455
Mutual funds	151,327	-	-	-	151,327
U.S. Treasury obligations	184,985	60,101	94,964	29,920	-
U.S. Corporate bonds	313,130	60,161	163,796	89,173	-
U.S. Common stocks	<u>235,668</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>235,668</u>
Total	<u>\$ 1,035,041</u>	<u>\$ 120,262</u>	<u>\$ 258,760</u>	<u>\$ 119,093</u>	<u>\$ 536,926</u>

The Organization's investment policy states that not more than 10% (at cost) of the investment portfolio may be invested in the securities of any one issue, with the exception of the U.S. Government or its agencies. The maximum amount invested in the securities of issuers in the same industry shall not be more than 25% (at cost) of the portfolio. At September 30, 2019, the Organization invested \$100,000 in Freddie Mac U.S. Treasury obligations, which accounted for approximately 10% of total investments (at cost).

**7. Property, Equipment, and Depreciation**

A summary of the major components of property and equipment is presented below:

	<u>2019</u>	<u>2018</u>
Land	\$ 69,198	\$ 69,198
Buildings and improvements	1,386,907	1,380,261
Furniture, fixtures, and equipment	1,029,239	1,022,220
Vehicles	<u>667,912</u>	<u>667,912</u>
Subtotal	3,153,256	3,139,591
Less accumulated depreciation	<u>(2,185,948)</u>	<u>(1,907,934)</u>
Total	<u>\$ 967,308</u>	<u>\$ 1,231,657</u>

Depreciation expense totaled \$278,014 and \$277,574 in fiscal years 2019 and 2018, respectively.

**8. Line of Credit**

At September 30, 2019, the Organization had a \$1,000,000 revolving line of credit with a bank, secured by all assets. Borrowings under the line bear interest at the bank's LIBOR Advantage rate plus 3.50%, with a floor of 5.00%, adjusted monthly. Interest only payments are required monthly with the principal payable on demand. At September 30, 2019, the Organization had no outstanding balance on the line of credit and did not draw on the line during fiscal year 2019.

**9. Contracts Payable**

In fiscal year 2016, the Organization entered into a lease agreement for a new Nashua office location. The Organization was required to make leasehold improvements which were paid in full by the lessor. As part of the terms of the agreement, the Organization is required to pay the lessor \$663 monthly, in addition to the base rent, for the improvements performed by the lessor. At September 30, 2019, the outstanding balance was \$15,238. The following is a summary of future payments:

<u>Fiscal Year</u>	<u>Amount</u>
2020	\$ 7,950
2021	<u>7,288</u>
Total	<u>\$ 15,238</u>

## 10. Endowment Funds

### *Types of Funds*

The Organization's endowment consists of individual funds established by donors to provide funding for specific activities and general operations. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors has interpreted the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, unless there are explicit donor stipulations to the contrary. At September 30, 2019, there were no such donor stipulations. As a result of this interpretation, net assets with donor restrictions are classified as (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts donated to the endowment (including contributions receivable net of discount and allowance for doubtful accounts), and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. The following factors were considered in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund.
- The purposes of the Organization and the donor-restricted endowment fund.
- General economic conditions.
- The possible effect of inflation and deflation.
- The expected total return from income and the appreciation of investments.
- Other resources of the Organization.
- The investment policies of the Organization.

### *Investment and Spending Policies*

The Organization has adopted investment and spending policies for the investment funds that attempt to provide a predictable stream of funding for operations while seeking to maintain the purchasing power of the investment assets. Over time, long-term rates of return should be equal to an amount sufficient to maintain the purchasing power of the investment assets, to provide the necessary capital to fund the spending policy, and to cover the costs of managing the investment funds. The target minimum rate of return is the Consumer Price Index plus 5% on an annual basis. Actual returns in

any given year may vary from this amount. To satisfy this long-term rate-of-return objective, the investment portfolio is structured on a total-return approach through which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). A significant portion of the funds are invested to seek growth of principal over time or unless the Organization needs to access for immediate need, with Board approval.

The investment fund spending-rate formula is used to determine the maximum amount to spend from the investment fund each year. The rate, determined and adjusted from time to time by the Board of Directors, is applied to the average fair value of the investment fund investments for the prior 12 quarters at December 31 of each year to determine the spending amount for the upcoming year. During fiscal year 2019, the spending rate maximum was 4.5%. In establishing this policy, the long-term expected return on the investment fund was considered, the rate set with the objective of maintaining the purchasing power of the investment fund over time.

***Funds with Deficiencies***

Due to market conditions, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. There were no deficiencies at September 30, 2019 and 2018.

Changes in endowment net assets for the year ended September 30, 2019 are as follows:

	<u>Perpetual Endowment</u>
Endowment net assets, beginning of year	\$ 193,932
Contributions	1,710
Interest and dividends	-
Investment fees	<u>-</u>
Endowment net assets, end of year	<u>\$ 195,642</u>

## 11. Net Assets With Donor Restrictions

Net assets with donor restrictions are comprised of the following at September 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Time and purpose restricted:		
Access modification program	\$ 18,016	\$ 16,461
Advocacy activities	5,161	-
Community economic development program	6,790	6,790
IMPACCT program	<u>12,316</u>	<u>13,558</u>
Total time and purpose restricted	42,283	36,809
Perpetual endowment	<u>195,642</u>	<u>193,932</u>
Total	<u>\$ 237,925</u>	<u>\$ 230,741</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or the occurrence of the passage of time as follows for the years ended September 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Access modification program	\$ 47,199	\$ 40,086
Advocacy activities	64	-
IMPACCT program	<u>1,242</u>	<u>462</u>
Total	<u>\$ 48,505</u>	<u>\$ 40,548</u>

## 12. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses may require allocation on a reasonable basis that is consistently applied. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, are allocated based on time and effort estimates. Building occupancy costs are allocated on a square footage basis.

**13. Retirement Plan**

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. All salaried employees working 30 or more hours a week and are 21 years of age or older may participate in the plan. The Organization matches up to 100% of employee contributions to the plan, to a maximum of 6% of salaries, depending on the years of service. The Organization contributed \$114,166 and \$118,410 for the years ended September 30, 2019 and 2018, respectively.

**14. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2024. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements, which is included in building occupancy in the Statement of Functional Expenses, totaled \$221,886 and \$274,101 for the years ended September 30, 2019 and 2018, respectively.

Estimated future minimum lease payments are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2020	\$ 186,321
2021	101,956
2022	59,417
2023	50,742
2024	<u>47,789</u>
Total future minimum rental payments	<u>\$ 446,225</u>

The Organization also leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2022. Equipment rental expense, which is included in equipment lease and maintenance in the Statement of Functional Expenses, totaled \$45,616 and \$44,649 for the years ended September 30, 2019 and 2018, respectively.

**15. Concentrations of Risk**

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2019 and 2018, Medicaid accounted for 59% and 61%, respectively, of total revenues and 49% and 62%, respectively, of total accounts receivable. The State of New Hampshire contracts with managed care organizations to reimburse the Organization as a provider of services rendered.

**16. Supplemental Disclosures of Cash Flow Information**

The Organization has adopted Accounting Standard Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year to include restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the Statement of Financial Position that sum to the total of the same such amounts shown in the Statement of Cash Flows.

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 3,503,020	\$ 3,198,885
Restricted cash	<u>19,072</u>	<u>30,082</u>
Total cash, cash equivalents, and restricted cash shown in the Statement of Cash Flows	<u>\$ 3,522,092</u>	<u>\$ 3,228,967</u>

**17. Reclassifications**

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

**18. Subsequent Events**

Subsequent events have been evaluated through February 3, 2020, which is the date the financial statements were available to be issued.

9/19/2020

Search

## Board of Directors

We are able to speak and think with authority on behalf of the people we serve and support because we are led by a board of directors and staff of which over 51% are people with disabilities.

**Chair** – L. Eric Schlepforth, MD (2020-2)

**1st Vice Chair** – Ken Traum (2022-2)

**2nd Vice Chair** – Liza Colby (2020-2)

**Treasurer/Secretary** – Geoffrey Souther (2020-1)

Board Members:

Theo Vougiaris (2022-2)

Carol Conforti-Adams (2020-1)

Mike Byrne (2021-1)

Rev. Edward L. Costa Jr (2021-1)

Jaroslav Hecka (2021-1)

Dave Qualey (2022-1)

Iris Polley (2022-1)

Larry Smukler (2022-1)

Kevin Ennis (2022-1)

Tracie McHugh (2022-1)

# Amanda Aspinall

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## Objective

Looking for a job working with children, adolescents and parents. Hard working individual. Great interpersonal skills, able to form professional relationships with coworkers, parents and students. Strong organization, time management and multi-tasking skills. Able to work independently and as a team.

## Education

### **MASTERS | CURRENTLY IN SCHOOL | WALDEN UNIVERSITY**

- Major: School Counseling
- Minor: Clinical Mental Health Counseling
- Related coursework: Group Process and Dynamics, Crisis, Trauma and Disaster Response, Multicultural Counseling, Lifespan Development, and Child and Adolescent Counseling.

### **BACHELOR'S | MAY 2015 | BAY PATH UNIVERISTY**

- Major: Elementary education
- Related coursework: Introduction to Special Education, Child Development, Fundamentals of Instruction and Curriculum Development

## Experience

### **TRANSITION SPECIALIST | GRANITE STATE INDEPENDENT LINING | 8/2019-CURRENT**

- Provide academic support for students to assist them in earning credits
- Organize and implement curriculum, presenters/workshops on specific topics including employer presentations
- Support the student in identifying and utilizing community resources to increase their independent living skills development and greater personal and economic independence
- Work alongside Vocational Rehabilitation to assist high school students with transitioning out of high school

### **CLINICAL CASE MANGER | NFI-NORTH | 12/2018-9/2019**

- Partnering with families, teaching parenting skills and development, case management, co-lead family days, attend treatment meetings, provide transportation, write family assessments, treatment plans, court reports and monthly reports,
- Connect youth and families to community resources and enhance permanent connections for youth.
- Participate in weekly management and staff meetings, provide on call support and work as part of a multi-disciplinary treatment team
- Assist children with communication and coping skills

### **FAMILY OUTREACH WORKER | EASTERSEALS | 10/2017-12/2018**

- Provided intensive support, parenting skills training, supervised family visits and education to children and their families

- Provided support to children and families at risk
- Documented visits, followed approved treatments plans and arranging for suitable age appropriate activities during family time
- Wrote court reports and attended court
- Communicated with CPSW/JPPO's, CASA's/GAL's
- Worked as a paraeducator for Easterseals 1/2017-10/2017 fulltime and assisted when needed to 12/2018

**SPECIAL EDUCATION TUTOR | EAST WINDSOR SCHOOL DISTRICT | 1/2015-6/2016**

- Counsel individuals to help them understand and overcome personal, social, or behavioral problems affecting their educational or vocational situations.
- Evaluate students' abilities, interests, and personality characteristics
- Work on discrete trials assessing the students' academic growth
- Keep daily records on academic growth
- Keep a daily record of targeted behavior
- Plan daily and weekly lessons

# Amanda Chase

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**Objective:** To make a career change in line with my experience and skills.

## Education

Utah State University, M.S., 1997

M.S., Psychology with emphasis in school counseling

University of Vermont, B.A., 1991

Major: Psychology; Minor: English

**Certification:** New Hampshire k-12 Guidance Certification

## Experience

1/19 - present **Granite State Independent Living, Concord, NH**

*Lead Transition Coordinator, IMPACCT Academy*

- Teach students with disabilities various competency-based ELO topics, transition and Independent Living skills
- Recruit and monitor business partners for student work-based learning and classroom presentations
- Recruit students from and maintain year-round relationships with over 12+local school districts
- Create curriculum (Career Exploration, English, Health, Consumer Science, Personal Finance)
- Maintain accurate records on student achievement and convey to stakeholders
- Create progress notes for parents, schools and reporting, track student credits
- Facilitate monthly advisory board meetings
- Communicate with former students to track progress with goals

8/16-7/2018 **John Stark Regional High School, Weare, NH**

*School-to-Career Coordinator*

- Arranged and monitored students in job shadows, internships, work study, community service experiences and recruited businesses for such activities
- Provided career counseling
- Secured guest speakers for groups of students during popular "Flex time" Career Speaker Series
- Coordinated and supervised career-related field trips
- Taught workshops in career assessment, job acquisition and retention for high school students
- Contributing member of K-12 Counseling Curriculum Team and PLC Team
- Extra-curricular Involvement: Freshman Class Advisor; Official Home Basketball Bookkeeper

11/99-06/2016

Kearsarge Regional High School, North Sutton, NH

*School-to-Career Coordinator*

- Arranged and monitored students in job shadows, internship, work study, community service experiences and recruited businesses for such activities
- Planned and coordinated middle and high school career days
- Collaborated with 5 other high schools for annual Career Expo
- Communicated with business people regarding expectations for students in work-based experiences
- Provided career guidance for students
- Concord Regional Technical Center program liaison
- Facilitated NH Scholars Program
- Taught career guidance course, classroom activities, summer school and KADP classes
- Extra-curricular Activities: Kyar-Sarga Yearbook Advisor

4/97-11/99

'Tween School 'n Home, Hopkinton, NH

*Director, After School Program*

- Responsible for daily programming of activities,
- Facilitated parent and staff meetings/training, hiring
- Overall supervision of 50+ students aged 5-12 and 6 staff members

## **Community Involvement**

2003-2012 Girl Scouts of the Green & White Mountains

*Girl Scout Leader*

- Guided girls in grades 1-9 in self-esteem building activities through goal setting, fundraising and community service
- Planned trips and coordinated troop and town-wide camping weekends

2002-2015 Hopkinton PTA, Project Graduation Committee and Hopkinton Booster Club Secretary

2008-2011 Maple Street School Volunteer

- Created student yearbook "The Maple Leaflet"
- Organized students to work on book, taught photography/journalism basics to students grades 4-6

*References available upon request*

Jonathan H Burnham

PROFESSIONAL EXPERIENCE

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The Derryfield School, Manchester, NH

August 2018 - Present

*Mathematics Faculty*

- Collaborated on complete redesigns of curricula through Understanding by Design with a focus on 21st-century skills.
- Designed interesting and diverse group activities to engage students in the course material.
- Adjusted teaching strategies to meet the diverse requirements of individualized learning plans.
- Utilized multimedia strategies, tools, and technology to convey curriculum in interesting and engaging ways.

*Varsity Crew Co-Head Coach*

- Increased the size of the women's program by 125% in two years through targeted marketing and recruitment.
- Coordinated parents and assistant coaches to meet all team needs, such as equipment and competition arrangements

*Admissions Associate*

- Educated families on the opportunities available at Derryfield with my unique standing as both faculty and alumni.
- Assisted applicants with admissions forms and served as a point of contact throughout the admissions process.
- Kept databases up to date with enrolled and accepted students, re-enrolled students, and waitlisted ones.
- Helped with the interview process, and implementation of admissions policies as applications were considered.
- Advised students and families on financial aid opportunities and processes.
- Coordinated and participated in various campus recruitment events and efforts, such as open houses.

Great North Aleworks, Manchester, NH

April 2019 - Present

*Tasting room & Brand Ambassador*

- Promoted Great North products at festivals, tastings, and events through facts, samples, & giveaways.
- Educated customers on products and services provided by the brewery.
- Cultivated and built strong relationships with both existing and new customers.
- Planned and executed delivery strategies and drop-offs in the transition to to-go sales.

SoxProspects.com

January 2014 – Present

*Senior Staff Editor*

- Trained and provided daily direction for new editorial staff on a rolling basis.
- Built a writing calendar for daily and weekly content and tracked assignments and deadlines.
- Provided concise and constructive editorial feedback to the writing team.

Cardigan Mountain School, Canaan, NH

September 2016 – August 2018

*Mathematics and Latin Teacher*

- Led a total redesign of the Latin Curriculum to include objective-based learning.
- Instructed student-centered lessons designed to improve problem-solving skills through Cardigan's habits of learning.
- Built learning and citizenship skills to help with personal growth in addition to increasing academic knowledge.
- Immersed students in Ancient Roman Culture by devising hands-on activities and leading group readings in Latin.

*Academic Advisor & Dorm Parent*

- Advised five to seven students per year and helped guide their educational, athletic, and social progress.
- Provided support and guidance to students experiencing academic and personal troubles.

Hillside School, Marlborough, MA

September 2015 – June 2016

*Mathematics Instructor*

EDUCATION

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University of St. Andrews, St. Andrews, Scotland

September 2011 - May 2015

Master of Arts (Honours): Philosophy

# CHRISTOPHER PURINGTON

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## HONORS

**NH State Rehabilitation Council Chair 2020-Present, Member 2016-Present**  
**NH Small Business Development Center Advisory Board Member 2011-2016**  
**US Small Business Administration (SBA) 2011 NH Business Champion**

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## SKILLS

### **Business Development**

Marketing  
Program Development  
Resource Development

### **Leadership**

Entrepreneurship  
Organizational Change  
Strategic Planning

### **Operations**

Budget Management  
Nonprofit Administration  
Project Management

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## EXPERIENCE

**GRANITE STATE INDEPENDENT LIVING (GSIL) - Concord, NH**  
*Statewide nonprofit that provides community services*

**Senior Vice President of Programs** 2020 - Present

**Vice President of Community Economic Development** 2015 - 2020

**Director of Business Development** 2011 - 2015

- Lead a statewide community services department that serves 1,800 people, and is comprised of diverse programs, grants & contracts including personal care, nursing facility transition, employment, education, benefits counseling, transportation, home access modification, peer support, advocacy, and service coordination.
- Manage department budget in accordance with organizational budget guidelines, and analyze financial and utilization reports in coordination with outside funding sources and customers.
- Oversee staff development efforts and provide coaching to support the continual improvement of performance and increase productivity and outcomes.
- Develop significant funding resources necessary to increase community impact and respond to unmet community need through the following sources: foundations, school districts, Social Security Admin., US & NH Dept. of Education, US & NH Dept. of Health and Human Services, US & NH Dept. of Transportation, Medicaid Managed Care, US Dept. of Veterans Affairs, and community giving.
- Strategize and partner with key stakeholders, elected officials, and agency leadership to accomplish key strategic plan priorities in support of GSIL's mission, vision and values.
- Implement policies and procedures necessary for program quality and integrity that ensure compliance with federal and state funding sources and regulations.
- Directed agency wide marketing efforts, budgeting and vendor relationships. This includes the redesign of service efforts to better meet customer demand and advance customer service.

**HEALTHY BODY HEALTHY LIFE - Auburn, NH** 2009 - Present  
*Nutrition, fitness & health coaching and employee wellness consulting*

### **Project Manager**

- Manage digital marketing and strategic planning projects for [healthybodyhealthylife.com](http://healthybodyhealthylife.com).

GATEWAYS COMMUNITY SERVICES – Nashua, NH  
*Regional nonprofit that provides disability and senior services*

2009 – 2011

**Project Manager**

- Managed Medicaid Infrastructure Grant efforts to evolve statewide employment programs, benefits counseling, and vocational training models.
- Facilitated the workforce development coalition, which was a collaboration of regional service providers, stakeholders and related government agencies for professional development and the advancement of employment service delivery.
- Directed small business and economic development program creation and replication, business relationships, contracts, and budgets.
- Developed a customer portal for clients to access statements, submit electronic forms, communicate with customer agents, and increase customer service productivity and efficiency in a secure online environment.
- Managed company wide digital marketing including email marketing and social media. This included developing and administering an online community membership site for the Autism Center to connect families and promote therapy services.

GEARBOX RACQUETBALL – San Diego, CA  
*International athletic equipment manufacturer*

2007 – 2013

**Sponsored Athlete & Marketing Representative**

- Volunteered to coach junior racquetball athletes.
- Marketed company's product line by running demos and competing on the professional tour.
- Ranked 48<sup>th</sup> on the International Racquetball Tour for the '05—'06 season.

COMMUNITY BRIDGES – Concord, NH  
*Regional nonprofit that provides disability and senior services*

2007 – 2008

**Career Development Specialist**

- Created and managed the Vocational Department, which included administering funding relationships, directing service provision, supervising staff, and leading trainings.
- Coached job seekers, including clients with forensic backgrounds, and consulted with staff, management, and partner agencies in the areas of employment law, staffing, training, and benefits to support client career goals.
- Developed relationships with businesses and staffing agencies to make supportive and sustainable job placements.

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**EDUCATION**

**Leadership Greater Manchester**– Manchester Chamber of Commerce  
*In progress*

**Certificate in Community Rehabilitation Education** – VIRGINIA COMMONWEALTH UNIV.  
*Focus on mental health*

**Lean Green Belt Certification** – MORE EFFECTIVE CONSULTING  
*Focus on continual business process improvement*

**B.A. in Psychology** – UNIVERSITY OF NEW HAMPSHIRE

# Debbie Cortes

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## Qualification Highlights

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- Good Attitude
- Critical Observer
- Flexible
- Deal with Difficult situations
- Think Outside the Box
- Value Education
- Empathetic
- Highly Organized

## Related Skills

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### CLASSROOM MANAGEMENT

- Managed a classroom of 10-25 students.
- Organized activities for students and individuals with IEPs/ ISPs.
- Continually encouraged children to be understanding and patient with others.
- Communicated effectively with students, teachers and parents.
- Critically observed student progress and provided learning material needed to help students succeed.

### COMPUTER SKILLS

- Able to troubleshoot common Computer issues
- Experienced in Audio/Visual equipment
- Proficient in Word, Excel, PowerPoint, Google Classroom, Imagine Learning, Aspen X2, Smarter Balanced Testing

### BILINGUAL

- Effectively communicate verbally and in writing in Spanish.
- Can understand and partially communicate in Portuguese.

## Experience

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Granite State Independent Living, <b>Lead Transition Specialist</b>	Nashua, NH	10/2018-Present
Granite State Independent Living, <b>Transition Coordinator</b>	Nashua, NH	8/2017-10/2018
Nashua School District; <b>Para Professional</b>	Nashua, NH	10/2014-07-2016
TILL, INC; <b>Residential Manager</b>	Dedham, MA	01/2013-09/2014
TILL INC; <b>Residential Staff</b>	Dedham, MA	09/2011-01/2013
Atlantic Union College; <b>IT Secretary</b>	South Lancaster, MA	08/2007-05/2011
Atlantic Union College; <b>Maintenance</b>	South Lancaster, MA	08/2007-05/2011
Atlantic Union College; <b>Audio/Visual Tech</b>	South Lancaster, MA	08/2007-05/2011

## Education

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Nashua Community College; <b>Educator Preparation Associates Degree</b>	Nashua, NH	5/2017
Atlantic Union College; <b>Biology 72 Credits</b>	South Lancaster, MA	9/2007-5/2011

## Joanne Johansson



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### EDUCATION

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**University of Massachusetts – Lowell**  
Bachelors of Arts in Psychology  
Minor of Sociology & Gender Studies Focus

Lowell, MA  
August 2014

**Tewksbury Memorial High School**  
High School Diploma

Tewksbury, MA  
June 2008

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### EXPERIENCE

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**Granite State Independent Living**  
*Transition Specialist*

Nashua, NH  
April 2019- Present

- Leads recruitment efforts within each high school
- Serves as one of ELO Academy's point person for parents and school personnel
- Assists in program content instruction
- Supports student reintegration to sending schools
- Leads the program effort in identifying needed community resources
- Organize and implement curriculum presenters/workshops on specific topics including employer presentations
- Support the student in identifying and utilizing community resources to increase their independent living skill development and greater personal and economic independence
- Provide support to work site activities as needed

**Valley Collaborative Transitional High School**  
*Special Education Teacher*

Billerica, MA  
January 2015- March 2019

- Design, write and implement Individualized Education Program for each student yearly with daily, weekly and quarterly progress notes
- Research, develop and implement curriculum that aligned with each students' IEP goals
- Collaborate with a team of therapists, parents, paraprofessionals and the principal to maintain progress of the students and the classroom
- Main point of contact for fielding any student, parent or staff related inquires or concerns within the classroom.
- Prioritize daily goals, activities and tasks to effectively lead a classroom

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### SKILLS

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- Effective communication
- Highly Self Motivated
- Excellent organization
- Strong interpersonal skills
- Positive work ethic
- Valuable prioritizing skills
- Goal Oriented
- Flexible to schedule changes
- Creative
- Quick learner

# Kaitlin M. Pease

A motivated educator providing support to adolescents. Adept at using positive reinforcement techniques to encourage student growth and behavior. Currently pursuing a Masters of Education in School Counseling.



## EXPERIENCE

### **Granite State Independent Living, Manchester, NH** *— Transition Specialist*

February 2019- PRESENT

Manage a classroom of students ages ranging from 16-21 and providing educational support to students. Transition Specialists are responsible for carrying out lesson plans and promoting post secondary options in education, career and independent living. Transition Specialists are also required to recruit and interview students for future cohorts.

### **Webster House, Manchester, NH — Residential Counselor Supervisor**

December 2016- February 2019

Responsibilities include discussing needs of the house, shifts and the individual youth. Supervisors are required to oversee counselors, interns and volunteers, Organize daily meetings with staff, assigning staff to certain tasks and activities. Supervisors are required to review restrictions and disciplines with kids and residential counselors.

### **Webster House, Manchester, NH — Residential Counselor**

August 2014-December 2016

Provides quality support and encouragement to youth. A residential counselor enforces rules and regulations of the house, writes up reports of residential behavior and activity and distributes proper medications and supplements to residents. Residential counselors are also responsible for completing weekly check- ins with their assigned residents.

### **Gateways Community Services, Nashua ,NH — Case Manager**

May 2014- August 2014

As a Family Managed Employee duties include, assisting with daily living skills, helping to improve independence and assisting with light grooming and meals. Responsibilities also include helping the client become more involved with social activities.

## SKILLS

Classroom Management  
Suicide Prevention Training

CPR/ Aid First Aid  
Certification

Certified Youth Development  
Practitioner

High level of skill in the  
application of individual  
treatment plans

Proficient writing skills

Dependability

## AWARDS

National Honors Society

High Honors, Rivier  
University

**Alumni Center, Keene, NH — Fundraising Caller**

October 2013-May 2014

Call constituents (Alumni) to build rapport, update demographic information and acquire donations to the KSC fund. Callers are responsible for handling personal information with extreme confidentiality.

**Cape Cod Sea Camps, Brewster, MA — server**

May - August 2013

Responsibilities consisted of food prep, serving, and maintaining a clean environment in the dining hall for children of all ages.

**EDUCATION**

**Keene State College, Keene, NH — Bachelors of Arts in Psychology**

September 2010-May 2014

**Rivier University, Nahsua, NH — Masters of Education in School Counseling**

March 2020- Anticipated Graduation Fall 2021

**CourseWork**

Issues in Education

Seminar: Art and Play Therapy

Collaboration and Intervention

Psychology of Learning

Psychopathology

Human Development

***Additional References Available upon Request***



# MAUREEN O'DONNELL

## EDUCATION

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*Graduate Studies in School-to-Work Transition* Plymouth State University, Plymouth, NH  
*Graduate Studies in Psychotherapy & Counseling* Rivier College, Nashua, NH  
*Bachelor Degree in Education* Keene State College, Keene, NH

## PROFESSIONAL EXPERIENCE

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2005 – Present Granite State Independent Living, Manchester, NH

### *Director of Education Services*

- Oversee the day to day operations of 5 programs throughout NH; Earn and Learn Opportunities and IMPACCT to ensure the successful transition of students
- Contribute to the achievement of program and fiscal goals
- Develop innovative initiatives to enhance program service
- Facilitate advisory group meetings with key stakeholders to continually refine and evaluate the core elements of the programs
- Ensure all written reports and documents are completed in a timely fashion; preparing and monitoring program budgets.
- Responsible for hiring, supervising and evaluating assigned staff including coordinating orientation, on-going training and keeping them informed on all pertinent information.
- Facilitate transition services by administering career skill and interest inventories, conducting career exploration activities, and providing employment preparation programming to at risk students with disabilities
- Develop and maintain working relationships with high school personnel, community partners, businesses, agencies, organizations, higher education and NH Vocational Rehabilitation
- Communicate with parents, students, staff and agencies in regards to issues related to the successful transition of students
- Responsible for establishing and maintaining student expectations
- Re-engage students in their education by providing Extended Learning Opportunities, (ELOs) in the area of Career Exploration, Independent Living, Personal Finance, English, Health and Computer Technology
- Implement core elements of the program including referral process, curriculum development, session cycles, Extended Learning Opportunities (ELO's), job placements and exit plans.
- Coordinate parent orientations and graduation ceremonies

### *Regional Intermediary- Next Steps NH 2013-2018*

- Provide professional development and coaching to 5 NH schools on Extended Learning Opportunities (ELOs), transition planning, and parent engagement

1995 - 2005

Bancroft Products, Manchester, NH

*Program Coordinator*

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

1989 - 1995 Employment Connection Specialists, Inc., Manchester, NH

*Corporate Manager*

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

Awards:

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

Marybeth Hammond



PROFESSIONAL WORK EXPERIENCE

Associate Director Education Services

5/2016-Present

Granite State Independent Living, -Manchester, NH

- Oversee the day-to-day operations of programs serving transition age youth with disabilities in two regions of New Hampshire
- Develop and sustain positive working relationships with high school personnel, the NH Department of Education, community partners, businesses, institutions of higher education, DCYF and NH Vocational Rehabilitation
- Implement essential components of GSIL transition programming for students including registration/referral process, curriculum development, job/internship placements and exit plan meetings
- Responsible for hiring, training, and supervising regional staff
- Design and facilitate on-going professional development opportunities relevant to best practice for Student Development Practitioners
- Explore and develop initiatives to augment existing services
- Facilitate regional advisory group meetings with stakeholders to refine and enhance programming around the state
- Ensure all written reports and documents are completed in a timely and accurate manner

Regional Intermediary, Next Steps New Hampshire, State Personnel development Grant

2013-2016

New Hampshire Department of Education, Concord, NH

- Provide professional development opportunities and coaching for five New Hampshire high schools in best practice in high school transition including Extended Learning Opportunities (ELOs), transition planning, interagency collaboration and family engagement strategies
- Ensure implementation of Extended Learning Opportunity, transition planning, interagency collaboration and family engagement strategies occur with fidelity to evidence informed program model

Transition Support Specialist/Instructor

12/2009- 5/2016

Granite State Independent Living- Manchester, NH

- Create and implement competency based Extended Learning Opportunity (ELO) curriculum for students participating in the Earn and Learn Program enabling them to earn academic credit
- Initiate and execute workshops/services for students on topics relevant to developing independent living skills, career readiness and increased understanding of available community resources

- With student as the informant, develop, plan and implement programming that enables increased self-reliance and opportunities to explore education and career choices
- Organize student work experiences in the community where they can develop social, interpersonal and occupational skills while earning academic credit
- Coordinate all service activities with NH Vocational Rehabilitation and Manchester Schools, incorporating community supports as appropriate to foster interagency collaboration using the guidance of a self-efficacy model of delivery service

Residential Counselor & Charge Staff

4/2008-12/2009

Antrim Girls Shelter, Antrim, NH

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

EDUCATION

- Master of Education (4.0 GPA)  
Southern New Hampshire University- Manchester, NH
- Bachelor of Arts Psychology (3.9 GPA)  
Southern New Hampshire University- Manchester, NH

HONORS

- Psi Chi National Honor Society of Psychology
- Campus Compact for New Hampshire Presidents' Community Partner Award, April 2011

# Michael Sallade

## Engagement Specialist



## Work Experience

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### **Engagement Specialist**

Oliverian School - Pike, NH  
March 2019 to Present

Support the Residential Life, Academic, and Counseling Departments by working directly with struggling students one on one or in groups.

Create and implement restitution plans for disciplinary infractions to help students amend their indiscretions and give back to the community through service learning

Use a variety of activities and methods to reach out to students struggling with anxiety, depression, school avoidance, and many other issues

Design, lead and implement service learning projects

Work cross departmentally with Maintenance staff, teachers, and counselors to set up meaningful work, clear-scheduling conflicts, and reinforce the clinical work already being done during such projects

Report directly to Executive Director of Climate and Culture

### **Manager of Operations for Youth and College Programs and Challenge Course Manager**

Project Adventure - Beverly, MA  
2015 to Present

Oversee day-to-day operations of the Youth & College Programs at Moraine Farm

Collaborate with sales team to ensure delivery of high quality programming aligned with client expectations

Maintain Challenge Course License and ensure adherence to Mas DPS regulations

Create and edit Youth Program Policies and Procedures

Update Moraine Farm Local Operating Procedures

Update Emergency Action Plan for Moraine Farm

Serve as Moraine Farm Challenge Course Manager

Supervise 2-5 full-time delivery staff as well as 20+ seasonal and contract staff

Recruit and hire new seasonal and contract staff; support FT staff hiring as needed

Plan and lead at least 2 New Staff Orientation programs each year, which include staff verification

Oversee internship program

### **Trainer**

Project Adventure - Beverly, MA  
August 2009 to Present

Custom Train the Trainer workshops  
Contacting clients and organizing and planning programs  
High and low ropes facilitation  
Team building games and initiatives

### **Lead Facilitator**

Project Adventure - Durham, NH  
August 2009 to Present

Contacting clients and organizing and planning programs  
High and low ropes facilitation  
Team building games and initiatives

### **Director**

Teen Quest, Brooks School Summer Programs - North Andover, MA  
2011 to 2014

Hire and train all staff associated with Teen Quest  
Oversee budget for each of the four program areas within Teen Quest  
Create policies and procedures for all program areas  
Developed curriculum for adventure program  
Arrange for transportation and off-site logistics  
Oversee day to day activities while supporting staff and campers  
Lead off-site trips including rock climbing, canoeing, and surfing  
Corporate Team Building Facilitator, Edgework Consulting, Somerville, MA  
(2011-present)  
Specialized corporate team building program facilitation

### **Substitute Teacher**

Project Adventure - Epping, NH  
January 2010 to 2014

Instructional substitute for classroom teachers grades k-12  
Para-professional substitute

### **Assistant Director**

Brooksby Farm Summer Program - Peabody, MA  
June 2009 to September 2009

Orientation and training of staff for summer session  
Logistics and scheduling for summer program including off-site field trips and overnight outings  
Direct support for staff  
Management of the rock climbing tower

### **Adventure Education Instructor, Afternoon Teacher, and Lead Dorm Parent**

The Oliverian School - Pike, NH  
August 2007 to June 2009

Curriculum development and implementation for classes in: rock climbing, outdoor living skills, basic mountain skills, wild edibles, stewardship, cinematography, and creative writing.  
Facilitation of all aspects of dorm life such as proctoring study hall, management and upkeep of dorm residence and residents  
Design and leadership of a three day wilderness orientation course for incoming students

**Director of the W.I.L.D. Program/ Programming Assistant**

Chapel Rock Camp and Conference Center - Prescott, AZ  
March 2006 to December 2006

Curriculum development, logistics planning, program implementation and staff management for teen leadership program  
Assistant instructor for the Prescott College Ropes Course Facilitation class  
High and low ropes course facilitator for groups of all ages

**Rock Climbing Guide**

Prescott College Equipment Warehouse - Prescott, AZ  
May 2005 to December 2005

Set up and managed outdoor top rope climbing sites  
Instructed proper climbing and belay techniques

**Warehouse Assistant**

Prescott College Equipment Warehouse - Prescott, AZ  
January 2005 to December 2005

Inspected and made recommendations regarding retirement or use of climbing and camping equipment  
Repair and maintenance of soft goods such as tents, tarps, backpacks, dry-bags  
General maintenance and organization of camp stoves, skis, and climbing gear

**Wilderness Orientation Instructor**

Prescott College - Prescott, AZ  
August 2005 to September 2005

and (1/2006-2/2006)

Route planning, logistics, and food planning for a twenty-one day backpacking expedition with a group of up to twelve in-coming college students  
Responsible for implementation of curriculum, group safety, navigation, and group management

**Outdoor Education Instructor**

Poko MacCready Camps - Willsboro, NY  
August 2002 to April 2003

Helped to create and implement new curriculum  
Led back country skiing and snowshoeing outings  
Guided winter camping and mountaineering expeditions in the high peaks region of the Adirondacks

**Education**

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**B.A. in Adventure Education**

Prescott College for the Liberal Arts and the Environment - Prescott, AZ

December 2005

**Associate's in Wildlife Technologies**

Pennsylvania State University Dubois - DuBois, PA

May 2000

**Skills**

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- Operation
- Program Design
- Climbing
- Curriculum Development
- Logistics

## BRIANNA C. SMITH

### Objective

To obtain a position within the field social work that will enhance professional growth and utilize strong organizational and interpersonal skills.

### Experience

**Granite State Independent Living** • Manchester, NH

**Associate Director of Education Services**• September 2017- Present

- Lead the development and growth of student transition services for at-risk youth and students with disabilities in the assigned area
- Build and manage relationships with funders, schools and community partners in each that are essential for program success
- Coordinate all service activities with NHVR and high schools, incorporating community supports as appropriate to foster interagency collaboration using the guidance of a self-efficacy model of service delivery

**Lead Transition Specialist**• June 2015- September 2017

- Support students to develop, plan and implement programming that focuses on increasing the ability of youth to live life independently
- Responsible for daily instruction of academic credit to students in the Earn and Learn Program
- Design and implement workshops/services for students and parents for academic instruction purposes

**Work Opportunities Unlimited** • Manchester, NH

**School Program Team Leader**• June 2009 – June 2015

- Counseling individuals to provide education and vocational guidance.
- Providing skills, travel training and direct support for students within the program
- Assist in working with team on transitioning students out of high school by counseling with community resources and school district
- Develop IEP goals to conduct transition plan for the future
- Responsible for team members daily schedule, job objectives and activities for all students in school program

**Alpha Bits Learning Center** • Manchester, NH

**Teacher Assistant** • August 2007-January 2008

- Assisted with planning daily routines for the pre-school classroom
- Develop lesson plans for children's goals including intellectual stimulation and language activities

**Peggy and Larry Arend** • Newfields, NH

**Live in Nanny** : June 1998-August 2008

- Care for children in private household to which I provided support and expertise to parents in satisfying children's physical intellectual and social needs.
- Duties included meal planning, preparation, organization of play activities and outings, discipline along with transportation to daily activities.

**Skills**

- Team Leader of numerous employee's to oversee day to day operations
- Proficient in Microsoft Office, XP, Excel, Powerpoint along with Mac OS
- Reliable, hardworking individual contributor and team player
- Highly organized with scheduling many students in a limited schedule
- Strong Communication skills with employers, area agencies and school districts
- Create lesson plans for students and guide with goals and objectives related to IEP's
- Experience with marketing to different school districts and business's in the surrounding area's of Manchester, NH

**Education**

Southern New Hampshire University  
June 2009 Completion

- Social Science, Bachelor's Degree
- Psychology, Minor Degree

Exeter High School  
June 2005-Completion

- High School Diploma

*References Available Upon Request*

Vanessa Sarah Valdes

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**"Non nobis solun nati sumus" - Not for ourselves alone are we born  
- Marcis Tullis Cicero**

**Personal Summary:**

I am a skilled communicator; capable of maintaining cultural sensitivity and establishing rapport with diverse groups and promoting team cohesiveness and understanding. I am trained in Compassionate listening, which allows me to identify people's needs on a deeper level and direct them to the proper resources. I am creative, resourceful and flexible, able to adapt to changes and challenges. I am detailed oriented, capable of balancing different projects all while keeping my eye on the overall goal.

**EDUCATION**

**Arcadia University:** Glenside, PA

**M.A. International Peacekeeping and Conflict Resolution.** Completed May 2012

**Arcadia University:** Glenside, PA

**B.A. International Studies:** Completed May 2010

**Honors:**

*Phi Beta Delta*- International Scholar Honor Society

*Sigma Iota Rho*- National Honors Society for International Studies.

**RELEVANT WORK EXPERIENCE:**

**Granite State Independent Living: Concord NH**

Position: Transitional Specialist IMPACCT Concord Academy

April 2020-Present

- Deliver Standardized IMPACCT curriculum to students in the Academy, including instruction in work-readiness, self-advocacy, goal setting, and independent living.
- Recruitment within the high schools and with local work placement sites and community partners.
- Maintain accurate and up to date records on student's progress to report out to schools, parents and GSIL Leaders.

**YWCA NH- REACH Crisis Services: Manchester NH**

Position: Community Education Advocate

June 2019- April 2020

- Direct service advocate for survivors of Domestic Violence/Sexual Assault/Stalking
  - Accompany survivors to Hospitals/ courts/ police stations
- Working in the school districts to teach about Healthy Relationship/Consent
- Training on college campuses and community organizations for Bystander and Healthy Relationship series and to raise awareness of DV/SA and Stalking

**Families in Transition: Manchester NH**

Position: Volunteer and In-Kind Coordinator for Manchester

May 2016- March 2019

- Training and managing all the volunteers, individual and groups.
- Managing Volunteer groups/events throughout our many sites in Manchester.
- Managing the in-kind donations and our donation center.

- Working with Case Managers to assure participants are prepared to move into their transitional housing.
- Managing community service relationships throughout Manchester.

***Catholic Charities New Hampshire: Manchester NH***

Position: Stewardship and Event Manager: Development Team

November 2014- February 2016

- Donor Steward working with current donors, cultivation and acquisition. Assist in Fundraising campaigns, organize "Meet and Greets" with the donor base and assist in developing donor recognition strategies.
- Work directly with Board of Trustee members by managing their stewardship notes.

***AmeriCorps VISTA- Catholic Charities New Hampshire: Manchester NH***

Position at Catholic Charities: Development Team.

November 2013-November 2014

***AmeriCorps VISTA- Boston Cares: Haverhill MA.***

Position at Emmaus Inc. Development Team

August 2012- September 2013

***Partners in Development: Ipswich MA.***

Volunteer Aid Worker

2006-Present

- Assisted with projects at the medical clinic, house construction and educational programs in the countries of Haiti, Peru and Guatemala.

***Planet Aid Inc. Philadelphia, PA Office***

Administrative Assistant.

February 2012- July 2012

***Partners in Development Internship: Conception Village, Guatemala***

ESL Teacher and volunteer

September-November 2011

***Lowes AMC Theater: Liberty Tree Mall MA and Neshaminy Mall PA***

Crew Supervisor

June 2010- December 2010

***Human Rights Media Center: Cape Town, South Africa***

Intern: Healing through the Arts

January 2009-June 2009

***Scottish Parliament Internship: Edinburgh, Scotland UK***

Researcher Intern

September 2008- December 2008

**NOTEWORTHY SKILLS**

Proficient in Microsoft Suite (Excel, Word, Windows, Power Point) Mac proficient, Raisers Edge data base experience.  
CPR, AED and First Aid Certified

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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

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

September 30, 2020

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 to enter into a grant agreement with Behavioral Health & Developmental Services of Strafford County, Inc., Dover, New Hampshire (Vendor Code 177278), in an amount not to exceed \$100,000, to support the Project SEARCH training program to individuals with developmental and intellectual disabilities, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funds to support this request are available in the account titled VR Field Programs Federal in FY 2021 as follows:

	<u>FY 2021</u>
06-56-56-565010-25380000-102-500731	\$100,000
Contracts for Program Services	

**EXPLANATION**

Behavioral Health & Developmental Services of Strafford County, Inc. has been the provider of the Project SEARCH (PS) Seacoast program since 2012. The Project SEARCH program is a sector-based training program for individuals with developmental and intellectual disabilities with an extremely successful placement rate. The Seacoast program was honored with a national award in 2018/2019 due to a 100% placement rate for the participants.

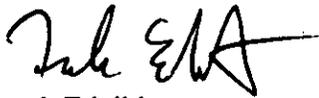
Behavioral Health & Developmental Services of Strafford County, Inc. has a full spectrum of behavioral health and developmental services for residents of Strafford County. Services include: health & wellness and life skills activities, case management, residential programs, supported employment, service link and many more for children, families, adolescents, adults and elders. From 2012 – 2020, 51 graduates have been placed with over 25 different local companies. Companies include: CVS, Newick's Lobster House, FCI Federal, Christmas Tree Shops, Hannaford, St. Anne Long Term Care, Holiday Inn, Staples, Home Depot, Market Basket, Portsmouth Regional Hospital, Regal Cinemas, Fairfield Inn and Port City Pretzel.

Due to the employment status of these individuals, the level of Medicaid funded day services diminishes, and in some cases is not needed at all. The average Medicaid funded day program for an individual is \$40,000 per year. The typical graduating class would have 2 individuals who are employed full time and 5 employed part time which would lead to an annual Medicaid savings of \$180,000. Over a 5 year period that would be a Medicaid savings of \$900,000 for one year of Project SEARCH graduates. In addition this group of individuals who are working successfully will be paying taxes and are contributing members of their community.

Behavioral Health & Developmental Services of Strafford County, Inc. has been offering the Project SEARCH program with great success. This program is vital to the participants who are learning how to function in the employment sector and find meaningful work and fulfillment in their lives. Employment is a critical part of society and life for all individuals. Project SEARCH has developed participants into successful tax-paying citizens with futures full of independence and opportunities.

Should Federal Funds become unavailable, General Funds will not be requested to support this project.

Respectfully Submitted,



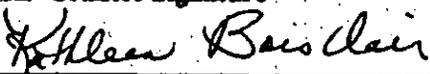
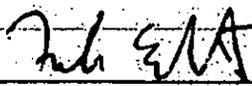
Frank Edelblut  
Commissioner of Education

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Education		<b>1.2. State Agency Address</b> 21 S. Fruit Street, Suite 20, Concord, NH 03301	
<b>1.3. Grantee Name</b> Behavioral Health & Developmental Services of Strafford County, Inc.		<b>1.4. Grantee Address</b> 113 Crosby Road Dover, NH 03820	
<b>1.5. Grantee Phone #</b> 603-516-9300	<b>1.6. Account Number</b> See Exhibit B	<b>1.7. Completion Date</b> 12/31/2021	<b>1.8. Grant Limitation</b> \$100,000
<b>1.9. Grant Officer for State Agency</b> Lisa Hlnson-Hatz		<b>1.10. State Agency Telephone Number</b> 603-419-0086	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Kathleen Boisclair, President	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Strafford</u> , on <u>Oct 1<sup>st</sup> 2020</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) N/A Due to COVID <u>Darlene E. Roach</u>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> N/A Due to COVID <u>Darlene E. Roach, Notary Public</u>			
<b>1.14. State Agency Signature(s)</b>  <u>10-6-20</u>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Frank Edelblut, Commissioner	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if applicable)</b>  By: Christopher Bond Assistant Attorney General, On: <u>10/17/20</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <u>1/1</u>			

**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 "Events 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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### Scope of Services

The Behavioral Health & Developmental Services of Strafford County, Inc. grantee will ensure the Project SEARCH Program will follow the Project SEARCH national model standards and will adhere to the National Fidelity Model. Each program site has a licensing agreement signed with Project SEARCH Cincinnati through Cincinnati Children's Medical Center. The program will prepare and place students in competitive, integrated employment where they are successful and contributing members of their community. This will be achieved through developing a strong collaboration with area businesses, internship sites and students. Program guidance will be provided by maintaining clearly defined roles and responsibilities, regular meetings, clear communication and strategic planning.

#### Services Provided

1. Oversee and coordinate the seacoast Project SEARCH program, in alignment with the national Project SEARCH model.
2. Employ and contract with key staff, trainers and administrators of Project SEARCH.
3. Support students through each phase of the process:
  - a. Eligibility, acceptance and enrollment,
  - b. Curriculum,
  - c. Classroom participation,
  - d. Internship rotation,
  - e. Graduation,
  - f. Job placement,
  - g. Building relationships at internship sites, and
  - h. Supported employment post-graduation
4. Analyze student's abilities for success in the program.
5. Enable students to achieve competitive, integrated employment opportunities at the host business or in the community.
6. Provide ongoing supervision and support of worksite internship trainers and teachers.
7. Monitor trainers and teachers to ensure adherence to the SEARCH model.
8. Collaborate with business and intern partners to insure successful placements for students.
9. Plan and facilitate monthly meetings of the trainers and teachers to support supervision and to promote consistency in implementation of the model.
10. Participate in state-level Project SEARCH Oversight Committee meetings.
11. Collaborate and communicate with VR consistently, and on an as-needed basis.

Project SEARCH involves area partners in developing internship programs to assist individuals with an intellectual or developmental disability in attaining meaningful and competitive employment. Partners in the program include:

- Great Bay Community College (educational partner),
- Community Partners (area agency),
- Portsmouth Regional Hospital (host site), and
- New Hampshire Vocational Rehabilitation.

Interns receive support in finding a job as well as follow-along supports from the career trainer for a year after graduation.

## EXHIBIT A CONTINUED

Interns participate in an hour and a half of classroom instruction and four hours of interning a day. Classroom curriculum includes a focus on Vocational Soft Skills, Skills to Pay the Bills, 411 on Disability Disclosure, Health Matters, Money Management, Professionalism in the Workplace, and How to Utilize Public Transit, in addition to the hands-on mentoring at each internship rotation.

Through classroom and internship training, students are required to develop competencies in various work-related areas depending on the internship involved.

- Program Competencies: (healthcare example)
  - o Understand the organization, structure and importance of the healthcare industry to be able to contribute to its goals and objectives.
  - o Understand the functions performed by different hospital departments in order to recognize the relationship between them.
  - o Understand HIPPA regulations in order to protect the rights of patients and clients.
  - o Understand the importance of safety and security in order to protect patients, visitors and staff to minimize potential risks to them.
  - o Understand the concepts and basic skills in sterilization processes to prevent the spread of infections and contagious diseases.
  - o Understand appropriate professional behavior in a healthcare facility to ensure patient satisfaction.
  - o Understand the terminology used in a hospital department in order to contribute to that department's operation.
  - o Understand the equipment operation required to successfully complete a job task.
  - o Understand the basic financial procedures required for success in personal and professional money management.
  - o Understand the employability skills necessary to achieve success in today's workplace.

Students participate in three internship rotations that last between 8 and 11 weeks. Internship Opportunities in the past have included:

- Operating Room Support,
- Food and Nutrition,
- Hotel Hospitality,
- Maintenance,
- Concierge,
- Housekeeping,
- Materials Handling and Distribution,
- Patient Transport,
- Pharmacy Support, and
- Clerical Office Support.

Current Internships are in the fields of healthcare, hospitality and educational settings. Current business partners providing internships are:

- Portsmouth Regional Hospital
- Great Bay Community College
- Fairfield Inn
- Community Partners

## EXHIBIT A CONTINUED

### DELIVERABLES AND TIMELINE

Program length is 36 weeks/9 months. This includes a three week orientation, three 10-week internships, and two transition weeks. Normal start date would be September, however Great Bay Community College (GBCC) has notified us that their start date will be delayed, given the current state of the COVID-19 Pandemic. We will adjust the semester accordingly and we will continue with remote learning until GBCC resumes under full operations.

### Host location and internship rotation

Three, 10-week internship rotations spread over 36 – 40 weeks. Internships scheduled with Portsmouth Hospital may resume based on their re-opening plans for non-medical interns. Other internship opportunities have been developed to replace medical rotations if needed.

### Job Development and Placement – information interviews

A Job Developer will meet with and observe the intern, periodically, during the Project SEARCH year to ensure the process is moving smoothly and will develop an employment plan by the beginning of the 3<sup>rd</sup> internship rotation.

### Career training and supported employment

In addition to classroom training, interns will experience total immersion at the host business each program day for a minimum of 6 hours during the academic year. Interns receive orientation about the business and spend 60-90 minutes each day in the training classroom learning employability skills.

### Graduation and Certification of Completion from Great Bay Community College

Interns attend commencement at the end of the 36 weeks and receive a certificate of completion from Great Bay Community College.

### Post-Graduation supported employment

All interns will have a plan for long-term employment follow-along services before graduation. The plan will include a schedule of periodic check-ins with the employer and graduate post-graduation.

## PROGRAM EVALUATION

Project SEARCH Seacoast is evaluated on program outcomes and employment data: number of students placed in paid employment opportunities and length of time in position. In addition, students evaluate both the faculty and course material.

### Program Outcomes

- Provide twelve (12) students work readiness skills and on-site employment skills training.
- Place program graduates in entry level, high turnover positions that are non-stereotypical, complex and systematic.
- Develop employment accommodations and adaptations that maximize the skills of people with disabilities.
- Create inclusive employment environments that allow people with disabilities to maximize their talents.

## EXHIBIT A CONTINUED

- Demonstrate to employers that employees with disabilities provide a high quality service at a competitive cost.
- Provide ongoing support at the workplace for employees who have disabilities.
- Provide ongoing support and technical assistance to business management with regards to their employees with disabilities.

### Student Evaluations

Students evaluate the learning process on the following criteria:

#### FACULTY

1. Demonstrated knowledge of subject matter,
2. Communicated information in a matter that is easily understood,
3. Encouraged class participation and interaction,
4. Listened to and clearly responded to questions,
5. Demonstrated interest and enthusiasm for teaching, and
6. Class was organized and well run.

#### COURSE

1. Information presented matched your expectations,
2. Course length adequate for the amount of material,
3. Adequate lab and hands on or study time,
4. Worth attending - Increased your understanding of this topic, and
5. Material relevant to your work and job functions.

#### Overall Average

- What did you like most about this program?
- What improvements would make this program better?
- What are three things you learned from this program?
- Comments: suggestions or ideas for future training.

**EXHIBIT B**

**Method of Payment**

**Project SEARCH Seacoast Budget**

<b>Expenses</b>	<b>FY 2021</b>
Tuition	\$32,400
Salary	\$35,000
Benefits & Taxes	\$16,110
Travel	\$450
Member Dues	\$300
Supplies	\$500
Technology for Students	\$8,000
Indirect Costs	\$7,240
<b>Total</b>	<b>\$100,000</b>

**Limitation on Price:** In no case shall the grant exceed \$100,000 for the term of the grant.

**Funding Source:** Funding for this grant is 100% Federal Funds in the following accounts:

06-56-56-565010-25380000-102-500731      FY 2021  
VR Field Programs-Federal                      \$100,000

**Method of Payment:**

Payment will be made upon approval of the grant at the Governor and Council meeting. Invoices and reports shall be **electronically** submitted to: Lisa Hinson-Hatz, Administrator,

**Lisa.Hatz@doe.nh.gov**  
Vocational Rehabilitation  
NH Department of Education  
21 S. Fruit Street, Suite 20  
Concord, NH 03301

**EXHIBIT C**

**Special Provisions**

Additional Exhibits D-G.

## 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 K.B.  
Date 10/1/20

## 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 K.B.  
Date 10/1/20

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/sfillin.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 K. B.  
Date 10/1/20

## 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: K.B.  
Date: 12/1/20

# 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 BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. 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: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without a Seal)

I, Wayne Goss do hereby certify that:  
(Name of the Clerk of the Corporation, cannot be signatory)

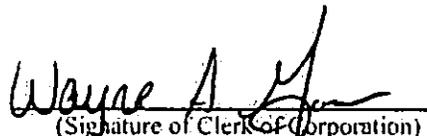
- (1) I am the duly elected clerk of Behavioral Health and Developmental Services of Strafford County Inc.,  
d/b/a Community Partners \_\_\_\_\_  
(Corporation Name)
- (2) The following are true copies of the resolutions duly adopted at a meeting of the Board of Directors of the  
Corporation duly held on October 1, 2020.  
(date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through  
its Department of Education.

RESOLVED: That Kathleen Boisclair \_\_\_\_\_ President \_\_\_\_\_  
(Name of Contract Signatory) (Title of Contract Signatory)  
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute  
and all documents, agreements and other instruments, and any amendments, revisions, or modifications  
thereto, as he/she may deem necessary, desirable or appropriate.

- (3) The foregoing resolution(s) have not been amended or revoked, and remain in full force and effect as of the  
1st day of October, 2020.  
(day, month, yr) (must be same date as the contract date)
- (4) Kathleen Boisclair is the duly elected President of the corporation.  
(name of contract signatory) (title of contract signatory)

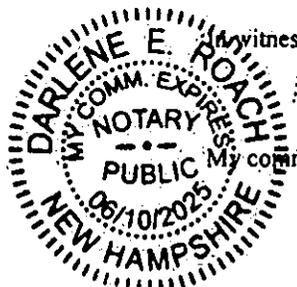
IN WITNESS WHEREOF, I have hereunto set my hand as the Business Representative of the Corporation this  
1st day of October, 2020.

  
(Signature of Clerk of Corporation)  
Vice President

STATE OF NEW HAMPSHIRE  
COUNTY OF Strafford

On Oct. 1<sup>st</sup>, 2020, the foregoing instrument was acknowledged before me.

My commission expires on: \_\_\_\_\_  
My witness whereof I hereunto set my hand and official seal.



Darlene E. Roach  
Notary Public/Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Heather Prescott, AINS, CRIS <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> hprescott@crossagency.com	
<b>INSURED</b> Behavioral Health & Developmental Services of Strafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co	<b>NAIC #</b> 18058
		<b>INSURER B:</b> Granite State Health Care and Human Services Self-	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 19-20 AII/20-21 WC                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		[REDACTED]	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> RETENTION \$ 10,000		[REDACTED]	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		[REDACTED]	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
A	Directors & Officers Liability		[REDACTED]	11/01/2019	11/01/2020	Limit 5,000,000 Deductible \$35,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Vocational Rehabilitation 210 Commerce Way  Portsmouth NH 03801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

### State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 18, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

**Requested Action**

Pursuant to RSA 9:16-a, authorize the Department of Safety, Division of Homeland Security, to establish a class 038, Technology-Software, and transfer \$28,150.00 within the account entitled HMEP Grant for the purpose of license renewal for a hazardous materials response and reporting software in SFY 2021. Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2021. Funding source: 100% Federal Funds.

Funds are to be budgeted in SFY2021 in the following account:

02-23-23-236010-90040000 Dept. of Safety – Div. of Homeland Sec.-Emergency Mgmt – HMEP Grant

<u>Class</u>	<u>Description</u>	<u>Current SFY 2021</u> <u>Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised SFY 2021</u> <u>Adjusted Authorized</u>
000-404667	Federal Funds	(\$672,904.33)	\$0.00	(\$672,904.33)
020-500200	Current Expenses	\$12,138.00	\$0.00	\$12,138.00
030-500311	Equipment	\$1,440.41	\$0.00	\$1,440.41
037-500173	Technology-Hardware	\$7,800.00	\$0.00	\$7,800.00
038-500177	Technology-Software	\$0.00	\$25,000.00	\$25,000.00
040-500800	Indirect Costs	\$6,266.96	\$3,150.00	\$9,416.96
041-500801	Audit Fund Set Aside	\$681.15	\$0.00	\$681.15
050-500109	Personal Service temp	\$39,540.00	\$0.00	\$39,540.00
060-500601	Benefits	\$3,026.00	\$0.00	\$3,026.00
066-500546	Employee Training	\$2,125.00	\$0.00	\$2,125.00
070-500705	In-State Travel	\$7,500.00	\$0.00	\$7,500.00
072-500576	Grants Federal	\$558,107.75	(\$28,150.00)	\$529,957.75
080-500710	Out of State Travel	\$34,279.06	\$0.00	\$34,279.06
	<b>Total</b>	<b>\$672,904.33</b>	<b>(\$0.00)</b>	<b>\$672,904.33</b>

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 18, 2020  
Page 2 of 2

Explanation

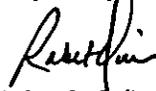
The Division of Homeland Security and Emergency Management requires the transfer of funds to renew the license for the hazardous materials response and reporting software as identified within the FFY 2018 Hazardous Materials Emergency Preparedness (HMEP) federal application submitted in June 2018. As the lead agency for Emergency Support Function (ESF) #10 Hazardous Materials, the Office of the State Fire Marshal provides State support to local, state, and federal agencies in response to and management of an actual or potential release of hazardous materials and oil spills from a natural, manmade, technological disaster, or a terrorist event.

The mission of the hazardous materials response and reporting software for the State is to assist with emergency planning efforts and prepare for hazardous materials exercises, as well as how standard hazmat incidents are handled. The software will help with reviewing and updating Title III emergency response plans, test response plans by creating hazardous materials transportation exercises, determine new hazardous materials threats, assess response capabilities, and perform a partial commodity flow study using Tier II data.

Funds to purchase this software were budgeted in Class 072 requiring an award to the sub-recipient prior to procurement. This transfer eliminates the need for an additional sub-recipient award and allows the Department of Safety to expedite the procurement of the software.

There are no General funds required with this request. In the event that Federal funds are no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

### State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 21, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

#### Requested Action

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of Homeland Security and Emergency Management, to budget and expend \$107,295.00 from the Prior Year Carry Forward Balance of New Hampshire nuclear planning and response fund as shown in the table below. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2021. Funding: 100% Private/Local Funds.

The funds are to be budgeted as follows:

02-23-23-236010-27700000 Dept. of Safety – Div. of Homeland Security & Emergency Management – Vermont Yankee

<u>Class</u>	<u>Description</u>	<u>SFY 2021 Current Authorized</u>	<u>Requested Action</u>	<u>SFY 2021 Revised Adjusted Authorized</u>
005-402215	Private/Local Funds	(\$164,045.19)	\$107,295.00	(\$56,750.19)
020-500200	Current Expenses	\$4,000.00	\$5,000.00	\$9,000.00
030-500311	Equipment	\$0.00	\$25,000.00	\$25,000.00
037-500174	Technology-Hardware	\$0.00	\$2,500.00	\$2,500.00
038-500177	Technology-Software	\$0.00	\$2,500.00	\$2,500.00
049-500294	Transfers to Other Agencies	\$0.00	\$25,000.00	\$25,000.00
050-500109	Personal Services - Temp	\$0.00	\$30,000.00	\$30,000.00
060-500601	Benefits	\$0.00	\$2,295.00	\$2,295.00
073-500580	Grants Non - Federal	\$0.00	\$15,000.00	\$15,000.00
	Total	\$4,000.00	\$107,295.00	\$111,295.00

#### Explanation

The Division of Homeland Security and Emergency Management (HSEM) is requesting the budgeting of funds into the Vermont Yankee accounting unit in the amount of \$107,295.00 for SFY 2021 from the Prior Year Carry Forward Balance, which is a fund established by RSA 107-B:5. The necessity of these funds is to purchase disposables that will be used to conduct and support state and local exercises; purchase equipment to support the State's Radiological Emergency Preparedness

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 21, 2020  
Page 2 of 2

(REP) Program; provide funding for local organizations for nuclear planning exercises; and utilize currently existing part-time positions to support the State's and local governments' emergency management efforts.

The Division did not include these appropriations in the SFY 2021 budget request because all available funding was expected to be exhausted during SFY 2020.

Funds will be budgeted as follows:

Class 020	The funds will be used to purchase office supplies needed to support the State's REP Program.
Class 030	The funds will be used to purchase radiological meters needed to support the State's REP Program.
Class 037	The funds will be used to purchase computer equipment needed to support the State's REP Program.
Class 038	The funds will be used to purchase computer software needed to support the State's REP Program.
Class 049	Provides funding for other State Agencies for costs associated with administering the State's REP Program.
Class 050	The funds will be used to pay the salaries for existing temporary part-time positions.
Class 060	The funds will be used to pay benefit costs associated with related existing temporary personnel.
Class 073	The funds will be used to pay local communities for incurred costs associated with administering the State's REP Program.

There are no General funds required with this request. In the event that Other funds are no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**Homeland Security and Emergency Management  
New Hampshire Nuclear Planning and Response Fund - Vermont Yankee  
Fiscal Situation**

SFY 2020 Prior Year Control Balance Forward Amount	\$164,045.19
SFY 2020 Estimated Revenue	\$0.00
<b>Total Projected Revenue and Carryforward Balance</b>	<b>\$164,045.19</b>
SFY 2021 Estimated Expenditures through 6/30/2021 by fund:	
Accounting Unit 2770 - Vermont Yankee	\$105,000.00
<b>Total '20 Appropriations</b>	<b>\$0.00</b>
<b>Total Projected '20 Expenditures</b>	<b>\$105,000.00</b>
<b>Net Projected Balance Forward</b>	<b>\$59,045.19</b>
<b>Amount of this Request</b>	<b><u>\$107,295.00</u></b>



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

October 15, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court State House  
Concord, New Hampshire 03301

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

### Requested Action

Pursuant to RSA 9-16:c, I, authorize the Department of Safety, Division of Fire Standards & Training-Emergency Medical Services (EMS) to reallocate grant funds in the amount of \$434,349.00 within the account entitled Nat'l Fire Academy Grant to align appropriations with final federal award amounts. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2021. Funding source: 100% Federal Funds.

Funds will be budgeted as follows:

02-23-23-237010-4457000 Dept. of Safety – Div. of Fire Standards-Trng-EMS – Nat'l Fire Academy Grant

<u>Class</u>	<u>Description</u>	<u>Current Appropriation</u>	<u>Requested Action</u>	<u>Revised Appropriation</u>
000-404805	Federal Funds	(\$1,749,458.00)	\$0.00	(\$1,749,458.00)
020-500200	Current Expense	\$130,396.00	\$0.00	\$130,396.00
030-500311	Equipment-New/Replacement	\$208,574.00	\$434,349.00	\$642,923.00
038-509038	Technology-Software	\$4,500.00	(\$4,500.00)	\$0.00
039-500189	Telecommunication	\$6,426.00	(\$5,751.00)	\$675.00
040-500800	Indirect Costs	\$96,616.00	(\$67,392.00)	\$29,224.00
041-500801	Audit Fund Set Aside	\$2,000.00	(\$429.00)	\$1,571.00
049-584995	Transfers to Other Agencies	\$16,000.00	(\$8,000.00)	\$8,000.00
050-500109	Personal Serv-Temp	\$112,485.00	(\$77,000.00)	\$35,485.00
059-500119	Full-time Temp	\$191,347.00	\$0.00	\$191,347.00
060-500601	Benefits	\$81,883.00	(\$16,047.00)	\$65,836.00
070-500707	Mileage Private Car-In State	\$1,844.00	(\$148.00)	\$1,696.00
072-500574	Grants-Federal	\$722,141.00	(\$86,509.00)	\$635,632.00
080-500710	Out of State Travel	\$8,800.00	(\$4,400.00)	\$4,400.00
102-500731	Contracts for Program Services	\$34,000.00	(\$34,000.00)	\$0.00
103-500736	Contracts for Operational Svcs	\$132,446.00	(\$130,173.00)	\$2,273.00
	Org 4457 Totals	\$1,749,458.00	\$0.00	\$1,749,458.00

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 15, 2020  
Page 2 of 2

Explanation

The Assistance to Firefighters Grant is an annual grant award program administered by the Federal Emergency Management Agency (FEMA) and used to support the training of firefighters and emergency medical personnel across the state. The Division of Fire Standards and Training (FSTEMS) has utilized prior year grant awards to replace pediatric manikins, self-contained breathing apparatus (SCBA) cylinders, and the fire-proof lining within a burn building. This year's grant funding is being combined with \$696,000 in previously approved FY20/FY21 capital budget funding to purchase a new Ladder Truck. This new Ladder Truck will replace the existing twenty-four year old apparatus which uses antiquated technology and is no longer fully effective as a learning tool. The capital funds will be used to support the 15% match required by the grant.

At the time the State budget was created, the final federal grant award allocation and amount was unknown. This transfer is needed to reallocate funding between classes to match the final federal award budget. Funds are to be transferred and budgeted as follows:

Funds in class 030, Equipment New/Replacement, will be used to purchase a new Ladder Truck. Funds are available in all other classes due to changes in the final federal award budget.

The following information is provided in accordance with the Budget Officer's instructional memorandum dated April 17, 1985 to support the above requested actions:

- 1) *Does transfer involve continuing programs or one-time projects?* The transfer supports continuing programs.
- 2) *Is this transfer required to maintain existing program level or will it increase the program level?* This transfer is required to maintain existing program levels.
- 3) *Cite any requirements which make this program mandatory.* RSA 21-P:12-a
- 4) *Identify the source of funds on all accounts listed on this transfer.* 100% Federal Funds.
- 5) *Will there be any effect on revenue if this transfer is approved or disapproved?* Without this transfer, federal revenues will go unused.
- 6) *Are funds expected to lapse if this transfer is not approved?* Yes, the federal funds will lapse if the transfer is not approved.
- 7) *Are personnel services involved?* No

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

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 15, 2020

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Lyme (VC#154427-B001) to purchase and install a generator to support the community's primary Emergency Operations Center (EOC) for a total amount of \$15,000.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2019			\$15,000.00

### Explanation

This grant provides funding for the Town of Lyme to purchase and install a generator in the community's primary Emergency Operations Center (EOC). The grant listed above is funded from the FFY 2019 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions:**

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Lyme (VC#154427-B001)		1.4. Subrecipient Tel. #/Address 603-795-4639 PO Box 126 Lyme, NH 03768	
1.5. Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation \$15,000.00
1.9. Grant Officer for State Agency Olivia Barnhart, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.*			
1.11. Subrecipient Signature 1 <i>[Signature]</i>		1.12. Name & Title of Subrecipient Signor 1 Josh Craftman, Chair Select Board	
Subrecipient Signature 2 <i>[Signature]</i>		Name & Title of Subrecipient Signor 2 Kevin Sahr, member Select Board	
Subrecipient Signature 3 <i>[Signature]</i>		Name & Title of Subrecipient Signor 3 Benjamin Kilham, Vice Chair Select Board	
1.13. Acknowledgment: State of New Hampshire, County of <i>Grafton</i> , on <i>8/06/20</i> , 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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>[Signature]</i>		DINA CUTTING Justice of the Peace - New Hampshire My Commission Expires March 23, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Dina Cutting, Justice of the Peace</i>		<i>08/23/2021</i>	
1.14. State Agency Signature(s) By: <i>[Signature]</i> On: <i>9/28/20</i>		1.15. Name & Title of State Agency Signor(s) Steven R. Lavole, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: <i>10/15/2020</i>			
1.17. Approval by Governor and Council (If applicable) By: _____ On: <i>1/1</i>			

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"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.4. 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.

5.5. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

6. **RECORDS and ACCOUNTS:**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. **PERSONNEL:**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT/ REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, 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

Subrecipient Initials: 1. [Signature] 2.) ICSS 3.) PK Date: 8/13/2010

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS:** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION:** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
  17. **INSURANCE AND BOND:**
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
    18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
    19. **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 first above given.
    20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.
    21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
    22. **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.
    23. **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.
    24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) JSA

2.) KLSS

3.) BK

Date: 8/13/2010

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Lyme (hereinafter referred to as "the Subrecipient") \$15,000.00 to purchase and install a generator for the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) JASB

2.) 1655

3.) DK

Date: 8.13.2020

**EXHIBIT B**

**Grant Amount and Payment Schedule**

**1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$15,000.00	\$15,000.00	\$30,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 138843169			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$15,000.00.
- b. "The State" shall reimburse up to \$15,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) JYS

2.) KCS

3.) RK

Date: 8.13.2020

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) JAS

2.) KSS

3.) PK

Date: 8.13.2020

TOWN OF LYME  
Select Board Meeting  
August 6<sup>th</sup> 2020  
9:00 AM  
Town Office Conference Room

The following people were present for part or all of the meeting: Select Board members Kevin Sahr (left for the last hour of the meeting), Judith Brotman and Benjamin Kilham. Administrative Assistant Dina Cutting. Police Chief Shaun O'Keefe. Emergency Management Director: Margaret Slosberg. Road Agent, Steven Williams.

Public: Don Graham, Carole Barr, Michael Whitman, Rusty Keith, and other unidentified people on teleconference.

As the Town Office is closed to the public and with the Governor's Executive orders allowing for the Board to meet online as long as the Public has telephone access, we offer the following instructions: Please call in on the conference number –1-888-919-7047 (No Pin Needed)

Access is for voice only at this time. If you can't access the conference number please email [dina@lymenh.gov](mailto:dina@lymenh.gov). All incoming public lines will be muted until 10:00AM when public comments are accepted. A role call will be made to indicate public members attending via phone.

**At 9:03AM Public Hearing:**

The Select Board will be held a public hearing to review and accept unanticipated revenue in accordance with RSA 31:95-b.

The Emergency Management Performance Grant as presented in the amount of \$15,000 to purchase and install a generator in the Lyme Emergency Operations Center located at 44 High Street. The total cost of the project is \$30,000, the Town is responsible for a 50% match (up to \$15,000).

The grant was reviewed and discussed.

No public questions or comments were made at this time.

Mr. Sahr moved that the Select Board accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$15,000.00 to purchase and install a generator in then community's Emergency Operations Center (EOC). Furthermore, the Select Board acknowledges that the total cost of the project will be \$30,000, in which the town will be responsible for a 50% match (\$15,000).

Seconded by Mr. Kilham. Voted unanimously by a roll call vote.

Mr. Sahr moved to close the Public Hearing. Seconded by Mrs. Brotman. Voted unanimously by a roll call vote.

1. Highway:

- Edgell Bridge-Mr. Williams has new information on the maintenance. The Board will revisit this at a later date.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/11/2020	7/11/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only..					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i> Date: 6/23/2020    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
Town of Lyman	226
Town of Lyme ←	227 ←
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299
Town of Stratford	300
Town of Sugar Hill	302



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Workers' Compensation Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	-----------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory      \$2,000,000 <input type="checkbox"/> Each Accident      \$2,000,000 <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 6/23/2020    mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-226-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham	185
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215
Town of Lee	218
Town of Lisbon	221
Town of Londonderry	224
Town of Lyme ←	227
Town of Marlow	233
Town of Merrimack	236
Town of New Castle	248
Town of New Durham	249

U.S. Department of Homeland Security  
Washington, D.C. 20472



Jennifer Harper  
NH Dept. of Safety, Div. of Homeland Security & Emergency Management  
33 Hazen Drive  
Concord, NH 03305 - 0011

Re: Grant No.EMB-2019-EP-00003

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$3,486,269.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,486,269.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,972,538.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award:

In order to establish acceptance of the award and its terms, please follow these instructions:

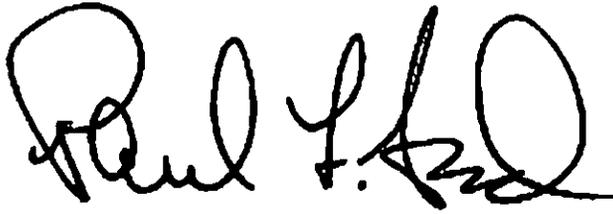
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is stylized with large, rounded letters and a prominent loop at the end.

PAUL FRANCIS FORD Regional Administrator



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 4, 2020

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Southeastern New Hampshire Hazardous Materials Mutual Aid District (VC#157297-B001) in the amount of \$10,700.00 for activities that increase State and local effectiveness in handling hazardous materials incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and encourage a comprehensive approach to emergency training and planning. Effective upon Governor and Council approval through September 29, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-90040000	Dept. of Safety	Homeland Sec-Emer Mgmt	HMEP Grant
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23HMEP 2020			\$10,700.00

Explanation

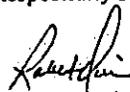
This grant agreement provides the funds for team members of the Southeastern New Hampshire Hazardous Materials Mutual Aid District to attend the 2021 International Association of Fire Chiefs (IAFC) Hazmat Response Teams Annual Conference, update the Regional Hazardous Materials Response Plan, and purchase one additional license for the Palmtop Emergency Action for Chemicals (PEAC) software. This grant will cover the costs of airfare, lodging, conference expenses, and per diem expenses.

The funds for this agreement are from the FFY'20 Hazardous Materials Emergency Preparedness (HMEP) Grant Program which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management by the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) to support activities that increase State and local effectiveness in handling hazardous materials incidents, to enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and to encourage a comprehensive approach to emergency training and planning.

The HMEP funds are 80% federally funded with a 20% match requirement to be supplied by the subrecipient (Southeastern New Hampshire Hazardous Materials Mutual Aid District). The Southeastern New Hampshire Hazardous Materials Mutual Aid District acknowledges their match obligation as part of Exhibit B of the grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

**HMEP Grant.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Southeastern New Hampshire Hazardous Materials Mutual Aid District (VC#157297-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-622-6287 PO Box 514, Windham, NH 03087	
<b>1.5. Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #90040000	<b>1.7. Completion Date</b> September 29, 2021	<b>1.8. Grant Limitation</b> \$10,700.00
<b>1.9. Grant Officer for State Agency</b> Whitney Welch, HMEP Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3667	
By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Thomas L. McPherson, Jr., Commissioner	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ 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 he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace:</b> Angela Marquis, (Commission Expires) April 19, 2022			
<b>1.14. State Agency Signature(s)</b> By:  On: 9/11/20		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Laviole, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General; On: 10/15/2020			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: 1/1			

**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"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 OF 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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Suspend all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, 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

Subrecipient Initials: 1.)                     

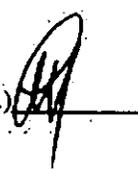
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Date: 8/27/20

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
  17. **INSURANCE AND BOND.**
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
    18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
    19. **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 first above given.
    20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.
    21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
    22. **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.
    23. **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.
    24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C, hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)



2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 8/27/20

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Southeastern New Hampshire Hazardous Materials Mutual Aid District (hereinafter referred to as "the Subrecipient") \$10,700.00 to enhance their regional hazardous materials response plan, purchase one additional PEAC software license, and to attend the 2021 International Association of Fire Chief's Hazardous Materials Team Conference.
2. "The Subrecipient" agrees to submit quarterly progress reports within 15 days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>).
3. "The Subrecipient" agrees that the project grant period ends September 29, 2021 and that a final performance and expenditure report and final reimbursement requests will be sent to "the State" by October 30, 2021.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the State's submission of the final expenditure report. In these records, "the Subrecipient" shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials: 1.)   AP  

2.) \_\_\_\_\_

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Date:   8/27/20

**EXHIBIT B**

**Grant Amount and Method of Payment**

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$2,675.00	\$10,700.00	\$13,375.00
<b>Match Requirements: Project Cost is 80% Federal Funds, 20% Applicant Share</b>			
<b>Awarding Agency: US DOT, Pipeline and Hazardous Materials Safety Administration</b>			
<b>Award Title &amp; #: Hazardous Materials Emergency Preparedness Grant 693JK31940029HMEP</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 20.703 (HMEP)</b>			
<b>Sub-Recipient's Data Universal Numbering System (DUNS): 060930509</b>			

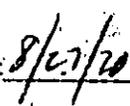
**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$10,700.00.
- b. "The State" shall reimburse up to \$10,700.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of invoices, cancelled checks, ledger reports) and proof of match from "the Subrecipient"
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 30, 2019, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within 30 days of receiving the advanced funds.
4. "The Subrecipient" will be required to provide the completed plan electronically (via email, CD or thumb drive) to the HMEP Program Manager at the completion of the project.
5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

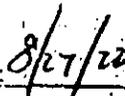
Subrecipient Initials: 1.)



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Date:



## EXHIBIT C.1

### Special Provisions Addendum

The "Subrecipient" agrees to be bound to the same terms and conditions of the *Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200) in which the State of New Hampshire is bound as "Recipient" as specified here: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

#### 1. Subaward Requirements

Subrecipients of HMEP funds must adhere to the requirements outlined at 2 CFR §200.330 - Subrecipient and Contractor Determinations and 2 CFR §200.331 - Requirements for Pass-Through Entities. The Recipient (NHDOS) must make the proper distinction between contract and a subaward as required by §200.330.

**Subaward** - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR §200.92 - Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what Federal assistance;
- Has its performance measured in relation to whether objectives of a Federal program were met;
- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

**Contract** - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR §200.22 - Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

#### 2. Effect of Award

The Subrecipient, which is the organization named in Block 1.3 of this Grant Agreement, is legally responsible for, and accountable to the NH Department of Safety (NHDOS), as Recipient, for the funds provided. By acceptance of this subaward, which is accomplished by the signature(s) of the authorized Subrecipient official(s) shown on Page 1 in Blocks 1.11 and 1.12 of this Grant Agreement, the Subrecipient agrees to comply with the terms and conditions detailed or referenced below. The subaward may only be modified with the approval of the NHDOS Hazardous Materials Emergency Preparedness (HMEP) Grant Manager, or any HMEP staff to whom the authority is delegated. See Section 21 for information on the process for requesting prior approval for amendments or modifications to the grant award. If the Subrecipient materially fails to comply with the term, the HMEP Grant Program Manager or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR Part 200.

#### 3. Award Information

The total amount of funding is shown on Page 1, Block 1.8 of this Grant Agreement. The Subrecipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

Subrecipient Initials: 1.) 

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 

**4. Incorporation of Approved Application by Reference**

The Subrecipient's application, including the narrative and budget as approved by NHDOS and USDOT/PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR §200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions outlined in the grant's award letter. See Section 21 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

**5. Governing Statutes and Regulations**

The administration of this award by USDOT/PHMSA and all recipients will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116;
- The regulations outlined at 49 CFR Part 110;
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
  - The Subrecipient must comply with 49 CFR Part 20, "New Restrictions on Lobbying." 49 CFR Part 20 is incorporated by reference in this award. 49 CFR Part 20 is available at [www.gpoaccess.gov/cfr/](http://www.gpoaccess.gov/cfr/) by clicking on Title 49 CFR Part 20;
  - The Subrecipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
  - The Subrecipient must comply with 49 CFR Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR Part 21 is incorporated by reference into this award. 49 CFR Part 21 is available at: [www.gpoaccess.gov/cfr/](http://www.gpoaccess.gov/cfr/) by clicking on Title 49 CFR Part 21;
  - The Subrecipient must comply with 49 CFR Part 32, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR Part 32 is incorporated by reference in this award. 49 CFR Part 32 is available at: [www.gpoaccess.gov/cfr/](http://www.gpoaccess.gov/cfr/) by clicking on Title 49 CFR Part 32.
- No term or condition of this award is intended to require the Subrecipient to violate any applicable State law;
- The Subrecipient must immediately notify the NH Department of Safety's (NHDOS) HMEP grant program staff of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this award;
- The Subrecipient must also immediately notify the NHDOS's HMEP Grant Program staff of any decision pertaining to the Subrecipient's conduct of litigation that may affect USDOT's interests.

**6. Order of precedence**

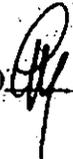
Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award;
- Any special terms and conditions of this award contained in Exhibit C, Special Provisions;
- General terms and conditions of this award.

**7. General Recipient Responsibilities**

In accepting an HMEP financial assistance award, the Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient (NHDOS) is responsible for monitoring Subrecipient activities under this subaward to ensure compliance with Federal requirements and performance objectives are being achieved and, if necessary, considering taking enforcement action against non-compliant Subrecipients as described in 2 CFR §200.338 - Remedies for Noncompliance. Monitoring of the Subrecipient must include:

Subrecipient Initials: 1.) 

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Date: 8/27/20

- Reviewing financial and performance reports required by the pass-through entity (NHDOS);
- Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) detected through audits, on-site reviews, and other means;
  - Consideration of whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the NHDOS's own records;
- Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) as required by 2 CFR §200.521 - Management Decision.

The Subrecipient will be advised by the Recipient (NHDOS) of requirements imposed on them by Federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Failure to comply with these requirements may result in suspension or termination of the award and USDOT/PHMSA's recovery of funds.

#### 8. Subrecipient Project Director (PD)

The Subrecipient's Project Director (PD) is the individual designated as the Primary Point of Contact in the Subrecipient's application who is responsible for the technical direction of the project. The PD is considered a key person under this award and, if replacement of the PD is required, the HMEP Grant Program Manager must be notified.

Under the terms of this award, the Subrecipient, through the Subrecipient's PD, is responsible for:

- Accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (Federal share plus matching); and
- Providing required reports that are complete, accurate, and timely.

#### 9. Subrecipient's Authorized Grantee Official

The Authorized Grantee Official is a person(s) with the Subrecipient organization who has authority to legally and financially bind the organization. These are the individual(s) listed in Blocks 1.11 and 1.12 of this Grant Agreement. It is the Subrecipient's responsibility to follow their agency/community's policies and procedures for ensuring that authorized officials are up-to-date and endorse any prior approval actions.

#### 10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR Part 25), the System for Award Management (SAM) is the Official U.S. Government system that brings together different Federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated Federal acquisition process. Additional information about registration procedures may be found online at <https://www.sam.gov/>. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or online at <http://fdgov.dnb.com/webform>. Unless exempted from this requirement under 2 CFR §25.110, the Subrecipient must maintain the information in SAM until the final financial report required under this award is submitted or the Subrecipient receives the final payment, whichever is later. This requires that the Subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

NHDOS, as Recipient, must:

- Notify potential subrecipients that no entity may receive a subaward unless the entity has provided its unique entity identifier to you.
- Not make a subaward to an entity unless the entity has provided its unique entity identifier to NHDOS.

Subrecipient Initials: 1.) 

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 

Page 9 of 16



- The Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
- While separate depository accounts for grant funds are not required, the Subrecipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- The Subrecipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Each reimbursement request may be mailed in or made electronically via the HMEP Reimbursement Request Form located in our HSEM Resource Center here: [https://prd.blogs.nh.gov/dos/hsem/?page\\_id=1925](https://prd.blogs.nh.gov/dos/hsem/?page_id=1925). Payments will be made after receipt of required reporting forms and other supporting documentation as requested. Supporting documentation may include accounting records, payroll records, travel receipts, invoices or other receipts. During the normal course of monitoring, NHDOS will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Subrecipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

**14. Allowable Costs**

The allowability of costs incurred by the Subrecipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

**15. Pre-Award Costs**

All costs incurred before NHDOS notifies the Subrecipient of the award are at the Subrecipient's risk (i.e., NHDOS is under no obligation to reimburse such costs if for any reason the Subrecipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

**16. Flow-Down of Requirements under Subawards**

The requirements of this award that apply to the Recipient (NHDOS) also apply to Subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

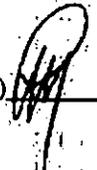
**17. Matching Requirement**

Per 49 U.S.C. §5116(e), the Subrecipient must provide 20 percent of the allowable planning and/or training costs of activities covered under this award from non-Federal sources. Subrecipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Subrecipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during NHDOS's processing of the Subrecipient's reimbursement request. A lack of documentation for the statutory requirements may result in the Subrecipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Subrecipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b)(2) and (c)(2).

**18. Programmatic Performance and Financial Reporting Requirements**

Upon request, the Subrecipient must provide information on activities performed and any expenditure made against the award throughout the grant's period of performance (i.e., quarterly, mid-year progress report, annual report and final report). It is important that requests for information are acted upon immediately as NHDOS sequentially forwards this data to USDOT/PHMSA with strict deadlines in place. Requested information may include:

- A summary of what was accomplished under the HMEP grant award during a specific reporting period or grant year.
- A narrative detailing how planning and/or training goals and objectives for the HMEP grant were achieved during a specific performance period.

Subrecipient Initials: 1.)  \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 8/27/20



Contract Provisions. Subrecipients of HMEP funds must be aware of the procurement requirements required by the jurisdiction and have documented policies and procedures to ensure compliance with these requirements. USDOT/PHMSA grants staff may request these policies and procedures to ensure Subrecipients are following their jurisdiction's procurement requirements as part of the overall monitoring process.

#### 21. Changes to the Approved Application and Budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Subrecipients are required to report deviations from budget or project, scope or objective, and request prior approvals from the NHDOS HMEP Grant Program Manager for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from the NHDOS HMEP Grant Program Manager for the following program or budget-related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Request for approval to engage in programmatic activities that were not detailed in the Subrecipient's application, budget narrative and project narrative.
- Change in a key person specified in the application or the Federal award (the Subrecipient Project Director).
- The disengagement from the project for more than three months by the approved Subrecipient Project Director.
- Unless described in the application and funded in the approved award, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR §200.332 - Fixed Amount Subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the Subrecipient must notify the NHDOS HMEP Grant Program Manager in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 90 calendar days before the end of the period of performance specified in the Federal award (shown in Block 1.7 of the executed Grant Agreement). A *Grant Change Request Form* must be used to request an extension and must be signed or endorsed by an official with authority, the Subrecipient Project Director as well as their Financial Officer within the Subrecipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances - there needs to be extenuating circumstances to justify approval for an extension to utilize unobligated balances. Extensions require explicit prior approval from NHDOS. Requests for extension may be submitted through the HMEP mailbox at [hmepp@doh.nh.gov](mailto:hmepp@doh.nh.gov).

#### NHDOS HMEP Grant Program Manager's Reply to Prior Approval Requests

Within 30 calendar days from the date of receipt of the request for budget revisions, the NHDOS HMEP Grant Program Manager must review the request and notify the Subrecipient whether the grant agreement revisions will be considered. Any amendments made to the original executed Grant Agreement must receive approval by NHDOS's Director of Administration or by the Governor & Council, depending on the grant's monetary threshold.

#### 22. Assessment of Subrecipient's Risk of Non-Compliance

Each Subrecipient's risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring, which may include consideration of such factors as:

- The NHDOS HMEP Program Manager completed a risk assessment on each Subrecipient at the time of application;
- The Subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F - Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the Subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

Subrecipient Initials: 1.)

2.)

3.)

Date:

8/27/20

Page 13 of 16

Depending upon NHDOS's assessment of risk posed by the subrecipient, the following monitoring tools may be used to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- Providing Subrecipients with training and technical assistance on program-related matters;
- Performing on-site reviews of the Subrecipient's program operations;
- Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 - Audit Services.

### 23. Special Terms and Conditions

As a result of the application review and risk assessment the NHDOS HMEP Grant Program Manager may include special terms and conditions in Exhibit C, Special Provisions that may supplement/amend the general terms and conditions, in accordance with 2 CFR §200.207, Specific Conditions.

Exhibit C, Special Provisions of the Grant Agreement may include conditions that must be fulfilled before Subrecipients may request payment. Subrecipients are reminded to check Exhibit C for special terms and conditions and, submit any outstanding required items.

### 24. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the subrecipients, respectively, unless otherwise specified under 2 CFR §200.313 - Equipment or the special terms and conditions of the grant award.

### 25. Copyrights

USDOT/PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a subaward, or a contract under a subaward; and
- Any rights of copyright to which a subrecipient purchases ownership with grant support.

### 26. Audit Requirements

As required by 2 CFR §200.501 - Audit Requirements, Subrecipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Subrecipients are expected to review and fully comply with the audit requirements formerly located at A-133, and now located at 2 CFR Part 200, Subpart F.

### 27. Record Retention and Access to Records

The Subrecipient must comply with 2 CFR §200.333 - Retention Requirements for Records and 2 CFR §200.336 - Access to Records. USDOT/PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity (NHDOS), or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

NHDOS, through its grant program staff or other authorized representative(s), may make site visits, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Subrecipient, the Subrecipient must provide reasonable facilities and assistance to NHDOS HMEP grant program representatives in the performance of their duties.

NHDOS, through its HMEP grant program staff or other authorized representative(s), may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Subrecipient is required to provide, electronically or via postal service, all records requested by NHDOS HMEP Grant Program representatives.

Subrecipient Initials: 1.) 

2.) \_\_\_\_\_

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Date: 8/27/20

Page 14 of 16

If USDOT/PHMSA requires access to the records of a Subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, USDOT/PHMSA will coordinate the request with NHDOS HMEP grant program staff or other authorized representative(s). All site visits, desk audits, reviews, and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Subrecipient or contractor.

## 28. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

In keeping with 2 CFR §200.321, Subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. USDOT/PHMSA's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. USDOT is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under USDOT grants or cooperative agreements.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran-owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the USDOT Office of Small and Disadvantaged Business Utilization, as appropriate.

## 29. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

## 30. Texting While Driving

In accordance with Executive Order, 13513, subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

## 31. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Subrecipient is prohibited from representing to its respondents that information is

Subrecipient Initials: 1.)  2.) \_\_\_\_\_ 3.) \_\_\_\_\_

Date: 8/27/20  
Page 15 of 16

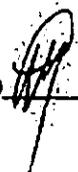
being collected for, or in association with, the Federal government unless the Subrecipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA' clearance procedures contained in 5 CFR Part 1320 must be followed. However, nothing in this award requires Subrecipients to collect information on USDOT/PHMSA's behalf or to obtain USDOT/PHMSA approval (through NHDOS) of any information collection a Subrecipient might deem necessary under this award.

**32. Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General  
1200 New Jersey Avenue, SE West Bldg. 7th Floor Washington, DC 20590  
Phone: 1-800-424-9071  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

Subrecipient Initials: 1.)



2.)

3.)

Date: 8/27/10  
Page 16 of 16



## Southeastern New Hampshire Hazardous Materials Mutual Aid District

P.O. Box 514 Windham, NH 03087

State of New Hampshire  
Department of Safety  
Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Attn. Whitney Welch

Dear Ms. Welch,

Enclosed is the Hazardous Materials Emergency Preparedness Grant Agreement for the Southeastern NH Hazardous Materials Mutual Aid District.

This letter is also to serve as certification that Thomas McPherson Jr., serves as the current Chairman of the Operations Committee of the Southeastern New Hampshire Hazards Materials Mutual Aid District, and continues to have the authority as detailed in Sec. 6.I.a of the Bylaws of the organization to "sign all contracts, deeds and other instruments made by the organization." His re-election as Chairman occurred on June 11, 2020, as documented in the attached draft minutes of the Annual Meeting of the Operations Committee and has not been revised or repealed as of this date.

Also included are copies of the draft minutes of our Operation's Committee Executive Board, meeting of August 27, 2020 meeting when they accepted the HMEP Grant award and a copy of our completed Financial Statements for FY 19. A copy of our liability insurance certificate will be emailed directly to you from Primex. The District does not have any employees, as such we do not carry workers compensation insurance, all personnel are either independent contractors with their own insurance or covered by their local fire department when operating with the haz mat team.

Please feel free to contact me with any questions regarding this information. Thank you for your assistance.

Yours truly,

James Stone  
REPC Director

AUBURN • CANDIA • CHESTER • DANVILLE • DERRY • HAMPSTEAD • HOOKSETT  
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ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 14, 2020

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Grantham (VC#177523-B002) to purchase emergency response on-scene lighting equipment for a total amount of \$9,130.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		\$9,130.00
Activity Code: 23EMPG 2018			

### Explanation

This grant provides the Town of Grantham with the funds to purchase emergency response lighting equipment to enhance the community's on-scene response. Governor and Council approval is being sought because the amount of this grant plus the amount of previously approved grant yields a cumulative amount over the approval threshold. The grant listed above is funded from the FFY 2018 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions:**

1.1. State Agency Name NH Department of Safety, Homeland Security, and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Grantham (VCS177523-B002)		1.4. Subrecipient Tel. #/Address 603-863-5608 300 Route 10 S Grantham, NH 03753	
1.5. Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation \$9,130.00
1.9. Grant Officer for State Agency Olivia Bernhart, EMFG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
I, by signing this form, certify that we have complied with any public meeting requirements for acceptance of this grant, including if applicable RSA 31:95-b.			
1.11. Subrecipient Signature 1 <i>[Signature]</i>		1.12. Name & Title of Subrecipient Signor 1 Aster H. Garwood, Subrecipient	
Subrecipient Signature 2 <i>[Signature]</i>		Name & Title of Subrecipient Signor 2 Aster H. Garwood, Subrecipient	
Subrecipient Signature 3 <i>[Signature]</i>		Name & Title of Subrecipient Signor 3 Warren Kimball, Subrecipient	
1.13. Acknowledgment: State of New Hampshire, County of Sullivan, on 9/26/20, 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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>[Signature]</i>		ANN M. JASPER, Justice of the Peace State of New Hampshire My Commission Expires August 6, 2025	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>[Signature]</i>		(Commission Expires)	
1.14. State Agency Signature(s) By: <i>[Signature]</i> On: 9/16/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavole, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 10/15/2020			
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"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials: 1) *[Initials]*

2) *[Initials]*

3) *[Initials]*

Date: 9/26/20

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient 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 required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

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

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1) CAJ/A 2) CS 3) NJK Date: 1/24/10 Page 2 of 6

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials:                     

2)                     

3)                     

Date:

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Grantham (hereinafter referred to as "the Subrecipient") \$9,130.00 to purchase on scene equipment.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.

SAH

2) CM

3) WKA

Date:

8/24/2020

Page 4 of 6

**EXHIBIT B**

**Grant Amount and Payment Schedule**

**1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share:</b>	<b>(Federal Funds):</b>	<b>Cost Totals:</b>
<b>Project Cost</b>	<b>\$9,130.00</b>	<b>\$9,130.00</b>	<b>\$18,260.00</b>
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)</b>			
<b>Applicant's Data Universal Numbering System (DUNS): 012791310</b>			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,130.00.
- b. "The State" shall reimburse up to \$9,130.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2017, to the identified completion date (block 1.7).

Subrecipient Initials: 1) WJH

2) CH

3) WJK

Date: 1/24/2020

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)

Call

2.) Call

3.) Call

Date: 7/26/2020

# DRAFT

Town of Grantham  
Board of Selectmen Meeting Minutes  
August 26, 2020

The meeting of the Board of Selectmen was called to order at 5:02 PM on Wednesday, August 26, 2020, by Chairman Garland. The Board met in the Jerry Whitney Memorial Conference Room and provided electronic access to those individuals who did not feel comfortable physically attending. A telephone number and pin were provided on the notices for the meeting.

Present: Chairman Peter Garland; Selectman Constance Jones; Selectman Warren Kimball; Town Administrator Melissa White; Administrative Assistant Ann Jasper; Police Chief John Parsons; Assistant Fire Chief Jay Fountain; Energy Committee Member Andy Gelston; and C. Peter James

## APPROVAL OF MINUTES

A motion was made by Selectman Jones to approve the regular meeting minutes of 08/12/2020; seconded by Chairman Garland. *Approved by majority vote.*

## CONSENT CALENDAR

- a. Payroll Manifest #602 & 603
- b. Accounts Payable Manifest #738
- c. Town Archivist Appointment – Ralph Beasley
- d. GOFERR Coronavirus Relief Fund Grant Agreement - \$71,868.00
- e. CARES Act Grant Agreement for the 2020 Federal Election Cycle - \$8,696.40
- f. Information Technology Development Committee Appointments:
  - a. Darren Fagan
  - b. Brent Murray
- g. Yield Tax Levy Warrant: M/L 221-059-000; 275 Burpee Hill Road - \$65.59
- h. Property Tax Refund Request (due to overpayment); M/L 234-030-000 - \$3,914.00
- i. Shoreline Protection Cutting Plan; M/L 213-087-000; 25 Shore Road
- j. Building Permits
  - a. M/L 213-076-000; 3 Hilltop Place – Garage
  - b. M/L 210-002-000; 1107 Miller Pond Road - Garage
- k. Correspondence
  - a. Grantham Police Department: Pursuant to the Board's Warrant for Unlicensed Dogs issued on June 24, 2020, Police Chief, John Parsons, advised the Selectmen of two issues. One being a resident who was not able to license two dogs due to the inability to schedule an appointment for the dogs' rabies vaccination because of COVID-19. This resident informed Town Clerk/Tax Collector, Ken Story, that the dogs have an appointment at the end of August for the vaccinations, and the resident will license them after that. They have been removed from the list, and Story stated he will follow up on this matter. The second involves a resident who paid the registration fee for two dogs but not the late fees. The collection of late fees falls outside of the mandates of the warrant, and this individual has been removed from the list.
  - b. NH Department of Transportation: Notification was received from the NH Department of Transportation that the State Highway Block Grant Aid anticipated to be available to the Town during Fiscal year 2021 will be \$ 66,302.47.

## DRAFT

- c. Citizen Correspondence regarding Mask Ordinance: Numerous correspondence was received from Grantham residents regarding the consideration of imposing a mask ordinance. (This will be discussed below under "New Business")

Town Administrator, Melissa White, requested the removal of item "d" from the Consent Calendar in order to make a motion.

A motion to approve the Consent Calendar, after the removal of item "d," was made by Selectman Kimball; seconded by Selectman Jones. *Unanimously approved.*

A motion to Designate Town Administrator Melissa White as the signing authority for the GOFERR Coronavirus Relief Fund Grant Agreement, and to approve said Agreement, was made by Selectman Jones; seconded by Selectman Kimball. *Unanimously approved.*

**PUBLIC HEARING to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$9,130.00 to purchase on scene equipment. The total cost of this project will be \$18,260.00, in which the Town will be responsible for a 50% match (\$9,130.00).**

At 5:05 PM, Chairman Garland opened the Public Hearing to accept the terms of the Emergency Management Performance Grant in the amount of \$9,130.00, to purchase on scene equipment.

Police Chief, John Parsons, explained that this grant is for the purchase of four individual collapsible on-scene lights with cases, to match the two that were previously purchased. The grant was approved, and the 50% match will be out of what the Town is paying for the purchase of the Utility Task Vehicle (UTV). The Town will not have to expend any additional monies towards this grant.

The Public Hearing was kept open for the duration of the meeting. There were no citizen comments in opposition to said action.

At 6:35 PM, the Grantham Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$9,130.00 to purchase on scene equipment. Furthermore, the Board acknowledges that the total cost of this project will be \$18,260.00, in which the Town will be responsible for a 50% match (\$9,130.00).

### **CITIZEN COMMENTS**

There were no citizen comments.

### **APPOINTMENTS TO MEET WITH THE BOARD**

Andy Gelston, Grantham Energy Committee: Grantham Energy Committee Member, Andy Gelston, appeared at the previous Board of Selectmen meeting on August 12, 2020, to discuss an alternative way of purchasing power called Community Power Aggregations. He said he was here to find out what the Selectmen thought about it and if they wanted him to pursue getting more information. Chairman Garland had many questions starting with the individual communities setting up their own committees, which would then set rates, etc. and asked about the process of joining into the whole Consortium of various towns. Gelston explained that the Consortium is there to support the individual communities and



NH Public Risk Management Exchange

## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party:</b>	<b>Loss Payee:</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> Mary Beth Powell
			<b>Date:</b> 6/23/2020 mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timbertane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsom	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham ←	185 ←
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201



## CERTIFICATE OF COVERAGE

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The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Workers' Compensation Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory    \$2,000,000 Each Accident    \$2,000,000 Disease - Each Employee Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Powell</i> Date: 6/23/2020    mpurcell@nhprimex.org Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-226-2841 phone 603-226-3833 fax

Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantharr ←	185 ←
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201



**U.S. Department of Homeland Security  
Grant Programs Directorate**

**GRANT ADJUSTMENT NOTICE**

1. GRANTEE NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Safety Division of Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305	3. GRANT NUMBER EMB-2018-EP-00007
	4. ADJUSTMENT NUMBER 2
1A. GRANTEE IRS/VENDOR NUMBER 026003618	5. DATE 04/29/20
2. PROJECT TITLE FY 2018 Emergency Management Performance Grant	6. GRANT MANAGER Lance Harbour

**SECTION I. DEOBLIGATIONS & REOBLIGATIONS**

7. ACCOUNTING CLASSIFICATION CODE  FISCAL YEAR    FUND CODE    BUD. ACT.    OFC.    DIV. REG.    SUB.    MBO	9. PREVIOUS GRANT AWARD AMOUNT \$ 3,480,972.00
	10. DEOBLIGATION AMOUNT \$ 0.00
DOCUMENT CONTROL NUMBER	11. ADJUSTED AWARD AMOUNT \$ 3,480,972.00

**SECTION II. CHANGES**

12. CHANGE GRANT MANAGER	FROM: _____	TO: _____
13. CHANGE GRANT PERIOD	FROM: <u>10/01/2017-09/30/2020</u>	TO: <u>10/01/2017-09/30/2021</u>

**SECTION III. OTHER ADJUSTMENTS & INFORMATION**

14.  
This grant adjustment notice extends the grant period as indicated above.  
The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Vida Morkunas, Grants Management Division Director	16. SIGNATURE OF AUTHORIZED OFFICIAL VIDA MORKUNAS Digitally signed by VIDA MORKUNAS Date: 2020.05.19 08:56:07 +0000
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62 mll



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG, 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 21, 2020

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

### Requested Action

Pursuant to RSA 21-P:12-a, the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) requests authorization to enter into a grant agreement with the Town of Epping (VC#177517-B003) for a total amount of \$47,620.00 for the purpose of continuing a mobile integrated healthcare (MIH) program called NH Project FIRST. Effective upon Governor and Council approval through September 29, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-023-023-237010-44570000	Dept. of Safety - FSTEMS - 100% Nat'l Fire Academy Grant (FR-CARA)	SFY 2021
072-500574	Grants to Local Gov't - Federal	\$47,620.00
Activity Code: 23SAMHSA21		

### Explanation

NH Project FIRST (First responders Initiating Recovery, Support, and Treatment) is designed to use specially trained first responders to connect at-risk individuals and their support networks to treatment and other services; train at-risk individuals and their support networks on overdose emergency care including the use of naloxone; and increase the number of first responders trained to carry and administer naloxone.

Since receiving grant funding, the Town of Epping has used grant funds to hire two part-time first responders to implement a mobile integrated healthcare (MIH) program and has begun conducting outreach to at-risk individuals and their support networks. In the current grant year, Epping has trained 15 first responders in CPR and naloxone use as well as 8 in opioid awareness. They join the 28 first responders trained in opioid use disorder and compassion fatigue during the previous grant year. The opioid use disorder training provides education on recognizing and understanding opioid dependence and how to connect individuals to treatment. CPR and naloxone administration training provides the necessary skills to effectively render assistance to individuals experiencing a suspected overdose emergency. One community class was held January 14, 2020 where 15 at-risk or support persons were trained in naloxone use, the Good Samaritan Law, and hands-only CPR. The two new part-time personnel have also taken recovery coach training to learn motivational interviewing skills and outreach skills to guide individuals to treatment and other services. All current recovery coaches attended a hepatitis/HIV training to enhance awareness of issues potentially encountered with opioid use. Epping has completed outreach to the 22 towns in their service area and continues to strengthen ties with them, distributing 20 naloxone kits to authorized entities in those communities. Progress has been made toward placing kits on Exeter ALS ambulances and inclusion in Exeter Hospital Emergency Department trainings. Brochures have been placed in community gathering places throughout the service area to advertise the services available and provide contact information to the public. One client referred by a participating agency completed a 28-day inpatient program, continues to remain in close contact with their recovery coach, and has been sober through Q3 of the grant. Community outreach programs have been suspended due to COVID challenges, but a CPR PowerPoint has been developed and Zoom classes are being considered as replacements. Epping has implemented a Naloxone Leave Behind

His Excellency, Governor Christopher T. Sununu  
September 21, 2020  
Page 2 of 2

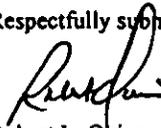
initiative with its line staff and incorporated law enforcement into the program. With the approval of grant funds, Epping plans to continue to use funds to expand awareness training and improve information networks and systems to more accurately gather, report, and track vital program data.

The grant listed above is funded from the FFY 2021 First Responder Comprehensive Addiction and Recovery Act, which was awarded to the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) from the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). The grant funds are to be used to implement the MIH program to reduce the number of opioid overdoses and opioid overdose deaths, and increase the number of at-risk individuals entering into treatment and recovery services throughout the State.

Grant guidance and applications are available to all New Hampshire licensed emergency medical services (EMS) units. Subrecipients submit applications to this office, which are reviewed by FSTEMS FR-CARA Staff, the FR-CARA Advisory Committee, and approved by the FSTEMS Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local communities.

The First Responder Comprehensive Addiction and Recovery Act (FR-CARA) grants are 100% federally funded by SAMHSA with no match requirement. In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

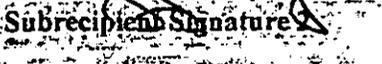
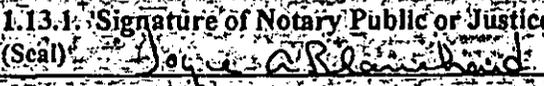


Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**I. Identification and Definitions.**

1.1. State Agency Name NH Department of Safety, Fire Standards & Training and Emergency Medical Services		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Epping (VC#177517-B003)		1.4. Subrecipient Tel. #/Address 603-679-5441 157 Main Street, Epping, NH 03042	
1.5. Effective Date G & C Approval	1.6. Account Number AU #44570000	1.7. Completion Date September 29, 2021	1.8. Grant Limitation See Exhibit B
1.9. Grant Officer for State Agency Paula Holigan, FR-CARA Program Manager		1.10. State Agency Telephone Number (603) 223-4200	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.*			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Greg C. Deane, Town Administrator	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of ROCKINGHAM on 9/11/20, 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 he/she executed this document in the capacity indicated in block 1.12. JOYCE A. BLANCHARD			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		State of New Hampshire Notary Public My Commission Expires Feb 10, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Joyce A. Blanchard		(Commission Expiration) 2-10-21	
1.14. State Agency Signature(s) By:  On: 9/11/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 10/15/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 11/11			

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"); pursuant to RSA 21-P:12-a, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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.

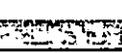
12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

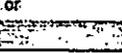
12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach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

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, 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

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 9/11/2024

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)                     

2.)                     

3.)                     

Date: 9/11/20

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (hereinafter referred to as "the State") is awarding the Town of Epping (hereinafter referred to as "the Subrecipient") \$47,620.00 in grant funding and will provide "the Subrecipient" with approximately 50 naloxone kits with an in-kind value of up to \$4,750.00 (total value of kits to be distributed) for a combined total award of \$52,370.00. This grant award will be used to continue "the Subrecipient's" Mobile Integrated Healthcare (MIH) program that supports first responders in their efforts to reduce fatalities through outreach and distribution of naloxone to at-risk individuals and their support networks.
2. "The Subrecipient" agrees to submit quarterly progress reports and requests for reimbursement within fifteen (15) days after each quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends as noted in Box 1.7 and that a final performance and expenditure report will be sent to "the State" by October 30, 2021.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date, or longer if notified by the Department of Safety that an active audit requires the documents to be maintained and accessible for a period longer than the original grant period end date.

Subrecipient Initials: 1.) LED

2.) RECEIVED

3.) RECEIVED

Date: 09/11/2021

**EXHIBIT B**

**Grant Amount and Method of Payment**

1. GRANT AMOUNT

Total Grant (Federal Award): \$52,370.00	Project Cost is 100% Federal Funds
Monetary Award Portion: \$47,620.00	In-kind Award Portion: \$4,750.00
Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)	
Award Title: First Responders- Comprehensive Addiction & Recovery Act (FR-CARA)	
Award Number: 5H79SP080286-04	
Catalog of Federal Domestic Assistance (CFDA) Number: 93.243 (FR-CARA)	
Applicant's Data Universal Numbering System (DUNS): 0044175461	

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$47,620.00.
- b. "The Subrecipient" shall remit invoices to the NH Project FIRST Program Office as noted in the NH Project FIRST grant guidance and quarterly progress report.
- c. "The State" shall reimburse up to \$47,620.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of payroll, sign-in sheets, invoices and cancelled checks) and quarterly progress reports from "the Subrecipient".

3. IN-KIND VALUE

- a. "The State" shall provide naloxone kits to "the Subrecipient" solely for purposes of implementing NH Project FIRST.
- b. "The State" shall supply approximately 50 naloxone kits with an estimated value not to exceed \$4,750.00.
  - i. 50 kits with an estimated value of \$95.00 per kit for a total of \$4,750.00

Subrecipient Initials: 1.) ASD

2.)                     

3.)                     

Date: 2/9/2021

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. "The Subrecipient" ensures Federal award funds will supplement, and not replace (supplant) nonfederal funds for this project and ensures that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. If required, "the Subrecipient" agrees to demonstrate that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
3. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200 as codified by HHS at 45 CFR 75. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

4. "The Subrecipient" agrees to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds and will include the percentage and dollar amounts of the total program or project costs financed with federal funds; and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. "The Subrecipient" agrees to comply with all grant compliance and certification requirements as referenced in the NH Project FIRST, FR-CARA Grant Guidance.
6. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
  - a. State of New Hampshire, Department of Safety, Grant Agreement;
  - b. State of New Hampshire, FR-CARA, NH Project FIRST Grant Guidance Document;
  - c. State of New Hampshire, FR-CARA, NH Project FIRST Grant Award Letter;
  - d. State of New Hampshire, FR-CARA, NH Project FIRST Application, which is herein included by reference.

Subrecipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 9/17/20

**BOARD OF SELECTMEN MEETING MINUTES  
TOWN OF EPPING, NEW HAMPSHIRE  
August 31, 2020**



**MEETING OF THE BOARD OF SELECTMEN  
VIA ZOOM FOR BUSINESS  
Meeting ID: 881 0519 9867  
Passcode: 216384**

**ATTENDANCE**

Chairman Adam Munguia; Selectmen Mike Yergeau, Cody Belanger and Joe Trombley. Town Administrator Gregory C. Dodge. Executive Secretary Joyce Blanchard. Selectmen Bob Jordan joined the meeting via cell phone.

**CALL TO ORDER**

Chairman Adam Munguia called the public meeting to order at 7:00 PM via Zoom.

**MINUTES**

Minutes from the August 24, 2020 Selectmen's meeting were submitted for approval.

Motion by Selectman Joe Trombley to approve the minutes from the August 24, 2020 Selectmen's meeting. Seconded by Selectman Cody Belanger. Roll Call Vote; Selectmen Cody Belanger, Joe Trombley, Bob Jordan and Chairman Adam Munguia all voting aye. Selectman Mike Yergeau abstained. Motion Carried.

**EOC UPDATE**

EOC Director Don DeAngelis reported the state numbers for positive COVID-19 patients are 222. The numbers continue to drop. Maine, New York and New Hampshire are all doing better although there are hot spots.

## **FIRE con't**

EOC Director Don DeAngelis explained this is the third year for applying to the First Responder Comprehensive Addiction and Recovery Act Cooperative Agreement in the amount of \$52,370.00 to implement a Mobile Integrated Healthcare program. The number of overdoses are down which is the mission of this program.

**Motion by Selectman Mike Yergeau to accept the terms of the First Responder Comprehensive Addiction and Recovery Act Cooperative Agreement as presented in the amount of \$52,370.00 to implement a Mobile Integrated Healthcare program pending both NH Fire Standards and Training & EMS approval and Governor and Council approval and to authorize Town Administrator Gregory C. Dodge to sign all documents related to the grant. Seconded by Selectman Joe Trombley. Roll Call Vote; Selectmen Cody Belanger, Joe Trombley, Mike Yergeau and Chairman Adam Munguia all voting aye. Motion Carried. Selectman Bob Jordan left the meeting as he lost cell connection.**

## **BLOCK PARTY – PAM TIBBETTS**

EOC Director Don DeAngelis had a second meeting with Pam Tibbetts regarding the Block Party on Halloween night. Police Chief Michael Wallace has approved the plan. Main Street will be closed from Route 27 to Bunker Avenue. There will be an entrance on Main Street with a police officer and a counter, exiting onto Bunker Ave. The counter is required to maintain social distancing. A total of 193 people can be in the church parking lot and 476 people can be on Main Street. Hay bales will be set up to sit and eat with families from the food trucks. There will be a fire truck at Bunker Avenue that will block off Main Street and will help with lighting to provide safety. Tables will be set up on both sides of the street with 6 feet distances. There will be mandatory masks and posting like the Town Hall has presently. You can't have been out of New England, feel sick or have a temp. The church will be selling pizza and following 2.0 restaurant guidelines as will the food trucks. The barber shop and church will provide access to a restroom with one way in and exiting through a different door. The American Legion has offered to do trash pickup.

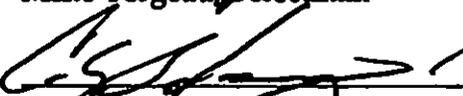
Pam Tibbetts added she and the Leddy Center will provide PPE products. She is hoping the highway department could lend them some saw horses, cones and additional lighting. She is also asking for volunteers, vendors, crafters and small businesses to give out candy for "Checkers" ten years anniversary Halloween Block Party.

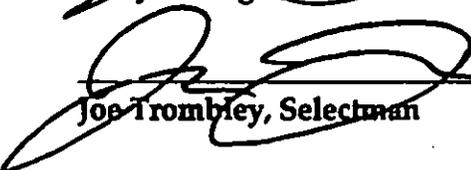
**Motion by Selectman Cody Belanger to give preliminary approval pending a written plan coming to the Board of Selectmen. Seconded by Selectman Mike Yergeau. Roll Call Vote;**

  
Adam Munguia, Chairman

Bob Jordan, Selectman

  
Mike Yergeau, Selectman

  
Cody Belanger, Selectman

  
Joe Trombley, Selectman

Dated: September 8, 2020



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Penell</i>
			<b>Date:</b> 8/23/2020    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
→ Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201



## CERTIFICATE OF COVERAGE

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The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Workers' Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (month/day/year)	Expiration Date (month/day/year)	Limit	NH Statutory Limit	Other Limit	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence			
			General Aggregate			
			Fire Damage (Any one fire)			
			Med Exp (Any one person)			
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)			
			Aggregate			
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000		
				Each Accident	\$2,000,000	
				Disease -- Each Employee		
				Disease -- Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)			
<b>Description: Proof of Primex Member coverage only.</b>						

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Waylief Powell</i>
			<b>Date:</b> 12/18/2019    m.purcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-226-3833 fax

Town of Effingham	164
Town of Ellsworth	165
→ Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gifford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	228
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	248
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256

63 mlu



State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

September 4, 2020

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

Requested Action

Pursuant to RSA 21-J:7-c, the Department of Safety, Division of State Police requests authorization to enter into a contract with USI Insurance Services, LLC, (vendor #286651-B001) to provide aircraft liability and inland marine insurance coverage for State Police aircraft in an amount not to exceed \$16,755.00. Effective upon Governor and Council approval for the period of November 1, 2020 to November 1, 2021. Funding Source: 49% General, 28.3% Turnpike, 22.7% Highway.

Funding is available in the SFY2021 operating budget as follows:

02-23-23-234015-40060000 - Dept. of Safety - Division of State Police - Aircraft Traffic Surveillance	<u>SFY2021</u>
020-500250 Current Expenses - Insurance and Bond Premiums:	\$16,347.00
02-23-23-234015-4003000 - Dept. of Safety - Division of State Police - Traffic Bureau	
020-500250 Current Expenses - Insurance and Bond Premiums:	<u>\$ 408.00</u>
<b>TOTAL</b>	<b>\$16,755.00</b>

Explanation

This request is necessary in order to have continued aircraft liability and scheduled equipment insurance coverage on the State Police aircraft. USI Insurance Services (USI) arranged for this purchase in accordance with its contract with the State for *Producer Services*, approved by the Governor and Executive Council on May 16, 2018 as Department of Administrative Services Item #73. The Risk Management Unit (RMU) instructed USI to market the insurance coverage with the same terms and conditions as the current insurance policy.

USI made inquiries to seven insurance markets seeking quotes for aircraft liability and inland marine coverage. Starr Aviation is the incumbent for liability coverage and quoted a renewal premium of \$12,980.00 for the same terms as expiring. Liberty Mutual is the incumbent for inland marine coverage and quoted a renewal premium of \$3,775.00 for the same terms as expiring. The additional carriers that were approached declined to quote indicating they could not compete in price.

The premium is void of agency fee or commission. USI recommends that liability coverage be secured through Starr Aviation and inland marine coverage be secured through Liberty Mutual. RMU concurs with that recommendation.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**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 Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name USI Insurance Services LLC		1.4 Contractor Address Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-665-6119	1.6 Account Number AU 4003, 4006	1.7 Completion Date November 1, 2021	1.8 Price Limitation \$16,755.00
1.9 Contracting Officer for State Agency Cynthia Hagerty		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature <i>Brenda Buck</i> Date: 9/19/20		1.12 Name and Title of Contractor Signatory Brenda Buck, Account Executive USI Insurance Services LLC, New England Region	
1.13 State Agency Signature <i>Steven R. Lavoie</i> Date: 9/16/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
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: <i>[Signature]</i> On: 10/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**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.

**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, formulac, 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

Contractor Initials bb  
Date 9/8/20

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.

**Insurance Coverage for Aircraft Liability and Inland Marine  
State of New Hampshire, Department of Safety  
and USI Insurance Services LLC.**

**Exhibit A – Special Provisions**

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from USI Insurance Services LLC to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$25,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 and in the aggregate

There are no other special provisions in this contract.

**Insurance Coverage for Aircraft Liability and Inland Marine  
State of New Hampshire, Department of Safety  
and USI Insurance Services LLC**

**Exhibit B - Scope of Services**

**ARTICLE 1. SCOPE OF SERVICES**

This EXHIBIT B, Scope of Services, is made a part of the P-37 Agreement (the "Agreement") and is made according to the terms of paragraph 2 of the Form P-37. This EXHIBIT B to the Agreement is between the State of New Hampshire ("State") and USI Insurance Services LLC ("USI"). USI, hereinafter called the Contractor, agrees to provide aircraft liability and inland marine coverage for Safety's aircraft fleet.

**ARTICLE 2. EFFECTIVE DATE**

Effective Date of Agreement: November 1, 2020

Expiration Date of Agreement: November 1, 2021

12:01 AM Standard Time at the address of the State stated herein.

The State shall have the right to terminate the contract, if a contract is awarded; at any time by giving USI thirty (30) days advance written notice.

**ARTICLE 3. INSURANCE COVERAGE DETAILS**

Description of Insurance	Coverage Limit
<b>One Helicopter - Bell 407:</b>	
Aircraft Liability - Combined Single Limit of Bodily Injury and Property Damage including Passenger Liability	\$4,000,000 per occurrence
Medical Expense - Including Crew	\$25,000 per seat \$175,000 per occurrence
<b>One Aircraft - Cessna 182 Skylane:</b>	
Aircraft Liability - Combined Single Limit of Bodily Injury and Property Damage including Passenger Liability	\$4,000,000 per occurrence
Medical Expense - Including Crew	\$25,000 per seat \$175,000 per occurrence
<b>Inland Marine Equipment</b>	
Scheduled equipment on aircraft	\$710,516 value with \$1,000 deductible

**ARTICLE 4. ACCOUNT MANAGEMENT**

USI shall manage this policy in accordance with the terms and conditions of the *Producer Services and Safe Driving Program Administration*, effective July 1, 2018.

**Insurance Coverage for Aircraft Liability and Inland Marine**

**State of New Hampshire, The Department of Safety  
and USI Insurance Services LLC**

**Exhibit C – Price and Method of Payment**

This EXHIBIT C, Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37.

**ARTICLE 1. CONTRACT PRICE**

USI Insurance Services LLC hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit B at the price below for the term of the contract ("contract price"). The total Contract Price for the term of the Agreement as shown in block 1.8 of the P-37 is \$16,755.00 which reflects the annual premium for the coverage period of November 1, 2020 to November 1, 2021. The liability premium for the helicopter and aircraft is \$12,980.00 and the inland marine premium for the scheduled equipment is \$3,775.00.

The appropriate account number for the P-37 form, section 1.6 is: 02-23-23-234015-40060000-020-500251 and 02-23-23-234015-40030000-020-500250.

The quoted premium is void of agency fee or commission.

**ARTICLE 2. INVOICING**

USI Insurance Services LLC shall submit an invoice to:

The State of New Hampshire  
Department of Administrative Services  
Risk Management Unit  
25 Capitol Street, Rm 412  
Concord, NH 03301  
Or via email to the Risk Manager

The premium payment of \$16,755.00 is due within thirty days from the date of contract approval by Governor and Council. The State shall not make payments to USI Insurance Services LLC prior to the Agreement effective date of November 1, 2020.

**ARTICLE 3. PAYMENT**

The State shall make payment to USI Insurance Services LLC electronically via ACH or by check mailed to the address in Section 1.4 of the P-37. Payment terms are net thirty days' subject to approval of the submitted invoice.

**USI INSURANCE SERVICES LLC**

(A Delaware Limited Liability Company)

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Written Consent of the Manager  
Pursuant to the Delaware Limited Liability Company Act

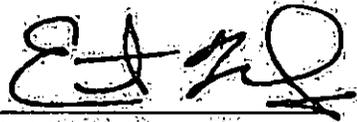
The undersigned, as the sole Manager (the "**Manager**") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "**Company**"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

**RESOLVED**, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Brenda Buck – USI Insurance Services – New England Region.

**RESOLVED**, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed, and approved in all respects as the acts and deeds of the Company.

**IN WITNESS WHEREOF**, the undersigned Manager has executed this consent as of the 8<sup>th</sup> day of September 2020.



Ernest J. Newborn, II  
Manager

# State of New Hampshire

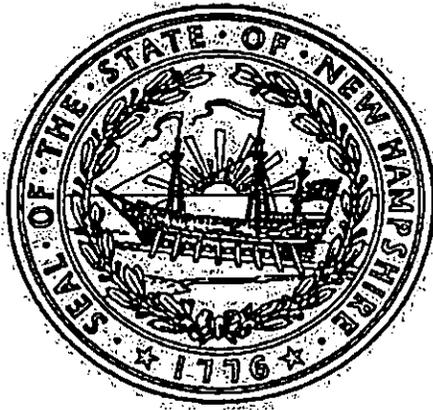
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. 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: 584972

Certificate Number: 0004890345



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of April A.D. 2020.

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

William M. Gardner  
Secretary of State



**DESCRIPTIONS (Continued from Page 1)**



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ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 21, 2020

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

### Requested Action

Authorize the Department of Safety, Division of State Police, to accept and expend an additional \$68,509.00 of federal pass-through funds from the NH Department of Justice for the purpose of reimbursing the cost for equipment and continuing training requirements needed by the Forensic Lab. Effective upon Governor and Council approval through December 31, 2020. Funding source: 100% Agency Income.

Funds are available in SFY2021 in the following account:

02-23-23-234010-31310000 Dept. of Safety -- Division of State Police -- Coverdell NFSIA Grant

<u>Class</u>	<u>Description</u>	<u>Current Appropriation</u>	<u>Requested Action</u>	<u>Revised Appropriation</u>
009-407036	Agency Income	\$ (67,849.00)	\$ (68,509.00)	\$ (136,358.00)
018-500106	Overtime	\$ 15,000.00	\$ 31,776.00	\$ 46,776.00
020-500239	Current Expense	\$ 7,500.00	\$ 8,480.00	\$ 15,980.00
030-500311	Equipment	\$ 32,740.00	\$ 18,898.00	\$ 51,638.00
040-500800	Indirect Cost	\$ 3,672.00	\$ -	\$ 3,672.00
060-500601	Benefits	\$ 2,937.00	\$ 642.00	\$ 3,579.00
066-500546	Employee Training	\$ 6,000.00	\$ 8,713.00	\$ 14,713.00
	<b>Total</b>	<b>\$ 67,849.00</b>	<b>\$ 68,509.00</b>	<b>\$ 136,358.00</b>

### Explanation

The New Hampshire State Police Forensic Laboratory is the sole provider of forensic services within the State. These funds will be used for overtime and equipment needs within the Forensic Lab, as well as continuing educational training requirements of the analysts who primarily work in the Firearms/Toolmarks, Identification, Management, and Quality Assurance sections.

The Department included this grant within the SFY2021 budget based on estimated award amounts. The actual federal award exceeded those estimates requiring this requested action to fully utilize available federal funds.

Additional funds are to be budgeted as follows:

Class 18 funds, Overtime, are needed to pay overtime for work done to reduce the backlog of analysis.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 21, 2020  
Page 2 of 2

Class 20 funds, Current Expenses, are needed to pay for the certification of the State Laboratory.

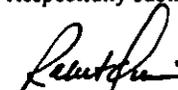
Class 030 funds, Equipment, are needed to purchase equipment for drug analysis.

Class 060 funds, Benefits, are needed to pay benefits in relation to overtime costs.

Class 066 funds, Employee Training, are needed for continuing educational training required by Lab personnel.

In the event that federal pass-through funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**Department of Safety  
Coverdell NFSIA Grant  
Fiscal Situation**

Federal Funds Awarded:

FFY 2018 - Coverdell NFSIA Grant - through 12/31/2020 - Additional Funds	\$65,738.00
FFY 2019 - Coverdell NFSIA Grant - 2/19/20 - 12/31/2020	<u>\$70,620.00</u>
<b>Total Grant Funds Awarded</b>	<b>\$136,358.00</b>

Less SFY 2019 expenses of FFY 2018 Grants	<u>\$0.00</u>
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<b>Total</b>	<b>\$0.00</b>
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<b>Net Grant Funds Remaining as of July 1, 2011 (SFY 2012)</b>	<b>\$136,358.00</b>
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Less: SFY 2020 Appropriation including prior year encumbrances: 02-23-23-234010-31310000	<u>(\$67,849.00)</u>
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<b>Excess grant funds available to appropriate</b>	<b><u>\$68,509.00</u></b>
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<b>This Request</b>	<b>\$68,509.00</b>
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**State of New Hampshire  
Interagency Memorandum of Understanding**

Whereas, the New Hampshire Department of Justice ("DOJ") is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Safety (DOS) is a duly constituted agency of the State of New Hampshire;

Whereas, the DOJ is responsible for providing funding through a subgrant to DOS as herein described in the application #20NFSI19A.

Whereas, the DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through December 31, 2020 in an amount not to exceed \$70,620.00;

Whereas, DOS is responsible for adhering to all conditions as set forth and all applicable state rules and regulations of procurement;

Whereas, the DOS desires to provide overtime costs for drug chemistry analysts, lab certification/maintenance and Criminalist training and travel.

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. DOJ agrees to pay DOS the amount of \$70,620.00 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4467-072-500576, Job #20NFSI19A.
2. The DOS agrees to perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until December 31, 2020.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.

## State of New Hampshire

### Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice (DOJ) is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Safety (DOS), is a duly constituted agency of the State of New Hampshire;

Whereas, the DOJ is responsible for providing funding through a subgrant to the DOS, as herein described in Application #20NFS118A;

Whereas, the DOJ agrees to enter into a subgrant with the DOS, for a term from Governor and Council approval through December 31, 2020 in an amount to not exceed \$65,738.00;

Whereas, the DOS is responsible for adhering to all conditions as set forth in their Application #20NFS118A, federal financial rules and all applicable state rules and regulations of procurement;

Whereas, the DOS desires to provide overtime costs for drug analysts; lab certification and maintenance; and analyst travel and training.

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The DOJ agrees to subgrant DOS the amount of \$65,738.00 for the purpose described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4467-085-588523, Job #20NFS118A.
2. The DOS agrees to carry out the activities described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced subgrant, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until December 31, 2020.

ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE

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33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

October 5, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301-6397

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to enter into a subgrant, **retroactive** to July 1, 2020, with the Town of Milan, NH, Vendor #177437-B003, in an amount not to exceed \$60,000, from New Hampshire Regional Drug Task Force appropriations, to support drug task force program operations upon Governor and Executive Council approval through June 30, 2021. 100% General Funds.

Funding is available as follows:

02-20-20-200510-2905	<u>FY 2021</u>
Regional Drug Task Force	
102-500731, Contracts for Program Services	\$60,000

**EXPLANATION**

This request is **retroactive** because the completed contract was not received at nor processed through, the Department of Justice in time to make the June 24, 2020 Governor and Executive Council meeting for a subgrant effective July 1, 2020.

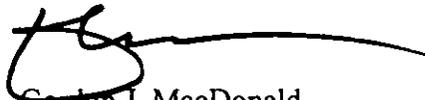
The Department of Justice requests authorization to award a subgrant to the Town of Milan, New Hampshire to support ongoing operations of the New Hampshire Attorney General's Drug Task Force. The subgrant will allow the police department to assign an officer to the Drug Task Force. The narcotics enforcement mission of the Drug Task Force is critically important to the State of New Hampshire and its law enforcement community. This subgrant will permit a

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 5, 2020  
Page 2 of 2

consolidation of resources in order to more effectively target the distribution of illegal drugs in the northern region of New Hampshire.

Please let me know if you have any questions concerning this request. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'G. MacDonald', with a long horizontal flourish extending to the right.

Gordon J. MacDonald  
Attorney General

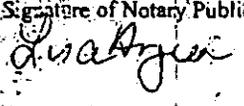
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**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

**GENERAL PROVISIONS**

**1. Identification and Definitions.**

1.1. State Agency Name <b>New Hampshire Department of Justice</b>		1.2. State Agency Address <b>33 Capitol Street, Concord, NH 03301</b>	
1.3. Subrecipient Name <b>Town of Milan, NH</b>		1.4. Subrecipient Address <b>20 Bridge Street, Milan, NH 03588</b>	
1.5. Subrecipient Phone # <b>603-449-2484</b>	1.6. Account Number <b>02-20-20-200510-2905-102-500731</b>	1.7. Completion Date <b>06/30/2021</b>	1.8. Grant Limitation <b>\$ 60,000</b>
1.9. Grant Officer for State Agency <b>Kathleen Carr</b>		1.10. State Agency Telephone Number <b>(603) 271-3658</b>	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b"			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 <b>Peter Morency, Chief of Police</b>	
Subrecipient Signature 2 If Applicable 		Name & Title of Subrecipient Signor 2 If Applicable <b>Randy Fortin Chairman Milan Selectboard</b>	
1.13. Acknowledgment: State of New Hampshire, County of _____ on _____ 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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace 		LISA L. ARGUIN Justice of the Peace - New Hampshire My Commission Expires October 7, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) <b>Kathleen Carr</b>		1.15. Name & Title of State Agency Signor(s) <b>Kathleen Carr, Director of Administration</b>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <b>Takhmina Rakhmatova</b>		Assistant Attorney General, On: <b>1/1</b> <b>9/21/2020</b>	
1.17. Approval by Governor and Council (if applicable)			
By:		On: <b>1/1</b>	

**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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17); or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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, formulas, 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 Subrecipient 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 OF 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events 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 Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, 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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.

19. **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 first above given.

20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### -SCOPE OF SERVICES-

1. Town of Milan as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred and services provided to the Attorney General's Drug Task Force in compliance with terms, conditions, specifications, and scope of work, allowing one officer to be assigned to the Drug Task Force.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual grant application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Rhonda.Beauchemin@doj.nh.gov.

**EXHIBIT B**

**-METHOD OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$60,000.00 of the total Grant Limitation from Governor and Council approval from 07/01/20 to 06/30/21, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be allowed overtime and/or shift differential (Extra Duty) pay an amount not to exceed \$5,000 from 07/01/20 to 06/30/21.

- a. Extra Duty shall only be paid upon proof of assignment beyond the normal working hours of the task force officer.
- b. Proof of Extra Duty hours must be authorized in writing by the Department of Justice Drug Task Force Commander.

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

## EXHIBIT C

### SPECIAL CONDITIONS – Appendix 1

#### 1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from NHDOJ.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by NHDOJ under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to NHDOJ subawards ("subgrants"), see the United States Department of Justice website at <https://DOJ.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the subrecipient ("subgrantee" at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by NHDOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact NHDOJ promptly for clarification.

#### 2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

#### 3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in OMS (in the case of a new FPOC).

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

#### 4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

#### 5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

#### 6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that - for purposes of federal grants administrative requirements - OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

8. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "2017 DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the time frames) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

11. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [http://ojp.gov/funding/ojp\\_trainingguidingprinciples.htm](http://ojp.gov/funding/ojp_trainingguidingprinciples.htm).

12. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

13. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding

written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C. F. R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28: Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

#### 16. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17. Compliance with general appropriations-law restrictions on the use of federal funds  
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### 18. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

19. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
  - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
  - a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

(2) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

21. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

23. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

24. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

27. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list

may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

28. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

29. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)

30. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

31. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

32. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

33. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

*I have read and understand all 33 special conditions contained in this document.*

Peter Morency, Chief of Police

Name and Title of Authorized Representative

*Peter Morency*

6-30-20

Signature

Date

Town of Milan, PO Box 300, Bridge St., Milan, NH 03588

Name and Address of Agency

*AM*

*Chairman Milan School Board*

**EXHIBIT D**

EEOP Reporting

I, Randy Fortin [responsible official], certify that  
Lynn Dube [recipient] has completed the EEO reporting tool  
certification

form at: [https://oip.gov/about/ocr/faq\\_eeop.htm](https://oip.gov/about/ocr/faq_eeop.htm) on 7/21/20 [Date]

And that Lynn Dube [responsible official] has completed the  
EEOP

training at <https://oip.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

7/28/20 [date]

I further certify that:

Town of Milan [recipient] will comply  
with applicable federal civil rights laws that prohibit discrimination in employment and in the  
delivery of services.

Signature:  \_\_\_\_\_

Date: 7-14-2020

**EXHIBIT E**

**Non-supplanting Certification**

**Supplanting defined**

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>

**Supplanting and job retention**

A grantee may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

---

The Town of Milan (Applicant) certifies that any funds awarded through grant number 2020DTF15 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Town of Milan (Applicant) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Randy Partin Chairman Board of Selectman

Signature: 

**EXHIBIT F**

**NEW HAMPSHIRE DEPARTMENT OF JUSTICE**



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE  
REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

## EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

## EXHIBIT F

Applicants, to OJP at [Ojpccompliancereporting@usdoj.gov](mailto:Ojpccompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov);

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

**EXHIBIT F**

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,  
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Peter Morency, Chief of Police

Name and Title of Head of Agency:

*Peter Morency*  
Signature

6-30-20  
Date

Town of Milan, PO Box 300, Bridge St., Milan, NH 03588

Name and Address of Agency

*Randy X*

Chairman Milan Selectboard

Certificate of Authority

I, Randy Foltin hereby certify that I am an elected Selectmen of Town of Milan. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Selectmen, duly called and held on 8-10, 2020 at which a quorum of the Selectmen were present and voting.

VOTED: That Randy Foltin is duly authorized to enter into contracts or agreements on behalf of Town of Milan with the State Of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains for thirty (30) days from the date of this resolution. I further certify that it is understood that the State Of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the organization. To the extent that there are any limits on the authority of any listed individual to bind the organization in contracts with the State Of New Hampshire, all such limitations are expressly stated herein. The authorized signer Randy Foltin was authorized to do so on July 14, 2020.

DATED: 8-10-2020

ATTEST:

K. L. F. DOBE  
Kyle Dobe, SELECTMAN TOWN OF  
MILAN



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Milan 20 Bridge Street PO Box 300 Milan, NH 03588		<b>Member Number:</b> 238	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Percell</i>
			Date: 7/7/2020    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

ATTORNEY GENERAL <sup>OCT 07 '20 PM 12:48 DAS</sup>  
DEPARTMENT OF JUSTICE

Wle sam

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



October 6, 2020

His Excellency Governor, Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301-6397

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to enter into a **sole source** contract with Dr. Renee Robinson, MD, Vendor #282668-B001, North Canton, OH, as a substitute medical examiner, for a total not to exceed \$10,000, to aid the Office of the Chief Medical Examiner (OCME) for the period of November 9, 2020 to November 13, 2020, effective upon the date of Governor and Executive Council approval through January 31, 2021. 100% General Funds.

Funding is available as follows:

02-20-20-202010-1033	<u>FY 2020</u>
Office of Chief Medical Examiner	
234-500783, Autopsy Expense	\$10,000

**EXPLANATION**

This is a **sole source** contract because medical examiners represent a small community and it is very difficult to find a pathologist who is available to serve as an Associate Medical Examiner on a substitute basis. Dr. Jennie Duval, the Chief Medical Examiner (CME), was able to obtain Dr. Robinson's services from November 9, 2020 to November 13, 2020.

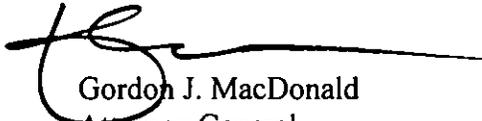
The Attorney General is authorized, pursuant to RSA 611-B:4 to employ such persons as are reasonably necessary to assist the CME in the performance of her duties. Pursuant to RSA 611-B, the CME is required to perform autopsies in cases of death occurring under certain statutorily defined circumstances, including suspicious deaths. The investigative exigencies in such cases require prompt availability of qualified medical examiners to perform the autopsies.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 6, 2020  
Page 2 of 2

There are three forensic pathologist positions in the OCME. As of October 1, 2020, the position of Associate Medical Examiner is vacant. Dr. Duval and Dr. Mitchell Weinberg, Deputy Chief Medical Examiner, are the only medical examiners in the OCME. The Department is actively engaged in recruiting for the vacant position. Until that position is filled, the OCME will need substitute medical examiners to aid with the workload.

Please let me know if you have any questions. Thank you for your consideration of this request.

Respectfully submitted,



Gordon J. MacDonald  
Attorney General

#2887493

FORM NUMBER P-37 (version 12/11/2019)

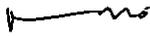
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> State of New Hampshire, Department of Justice		<b>1.2 State Agency Address</b> 33 Cupitol Street Concord NH 03301	
<b>1.3 Contractor Name</b> Dr. Renee Robinson, MD		<b>1.4 Contractor Address</b> 7445 Brushmore Avenue NW N. Canton, OH 44720	
<b>1.5 Contractor Phone Number</b> 1-804-590-8275	<b>1.6 Account Number</b> 02-20-20-202010-1033-500783	<b>1.7 Completion Date</b> January 31, 2021	<b>1.8 Price Limitation</b> \$10,000
<b>1.9 Contracting Officer for State Agency</b> Kathleen Carr		<b>1.10 State Agency Telephone Number</b> 603-271-1234	
<b>1.11 Contractor Signature</b>  Date: 9/23/2020		<b>1.12 Name and Title of Contractor Signatory</b> Renee Robinson, MD (Forensic Pathologist)	
<b>1.13 State Agency Signature</b> Kathleen Carr                 Date: 09-23-2020		<b>1.14 Name and Title of State Agency Signatory</b> Kathleen Carr, Director of Administration	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By:  Director, On: <u>Sept 23, 2020</u>			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <u>Takmina Rakhmatova</u> On: <u>9/25/2020</u>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

**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.

## 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, formulas, 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

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.

## EXHIBIT A

### SPECIAL PROVISIONS

1. Pursuant to RSA 611-B:4, the Contractor will be designated by the Chief Medical Examiner to perform duties representative of the Chief or Deputy Chief Medical Examiner.
  - 1a. While performing those duties, pursuant to RSA 611-B:4, the Contractor shall be a licensed physician and certified by the American Board of Pathology as a qualified pathologist with training and experience in forensic medicine.
  - 1b. While performing those duties, pursuant to RSA 611-B:6, the Contractor will be subject to RSA 99-D for claims arising out of the scope of the official duties including, but not limited to, the practice of forensic pathology and the practice of clinical forensic medicine.
2. Provisions of form P-37 paragraph 11; Contractor further agrees that, to the extent that any injuries are incurred by Contractor in the course of performing duties as acting Chief Medical Examiner, the Contractor's sole remedy against the State of New Hampshire shall be Worker's Compensation.
3. Provisions of form P-37 paragraph 13, 14 and 15 do not apply to this contract.
4. There are no other special provisions of this contract

Contractor Initials: RR

Date: 9/23/2020

## EXHIBIT B

### SCOPE OF SERVICES

1. Dr. Renee Robinson, MD as "Contractor" will perform autopsies and related medical examiner functions as directed by the New Hampshire Chief Medical Examiner, including without limitation:
  - 1a. Being on-call at designated times as requested by the Chief Medical Examiner and the Deputy Chief Medical Examiner.
  - 1b. Communicating with Assistant Deputy Medical Examiners by phone or e-mail as needed.
  - 1c. Performing autopsies and related duties, including, without limitation, gross and microscopic examination, dictated reports and interpretation of toxicology studies.
  - 1d. Preparing essential documentation pertaining to the autopsies performed.
    - i. Autopsy reports shall be completed within 60 days from the date of autopsy or as soon as possible after all ancillary test results and consultant reports are received.
  - 1e. Preparing death certificates.
  - 1f. Communicating with next of kin.
2. All Contractor correspondence and submittals shall be directed to:  
State of New Hampshire  
Department of Justice  
Office of Chief Medical Examiner  
250 Pleasant Street, CME 2<sup>nd</sup> Floor Suite 218  
Concord NH 03301  
603-271-1235

Contractor Initials: RR

Date: 9/23/2020

## EXHIBIT C

### CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

1. The Contractor shall receive payments not to exceed \$2,000 per day from the period of Monday, November 9, 2020 to Friday, November 13, 2020 in return for services as described in "EXHIBIT B".
2. Travel shall not be included as part of this contract and will be submitted to the DOJ on a separate, detailed invoice for reimbursement.
  - 2a. Travel includes overnight accommodations, meals, modes of transportation and mileage.
3. The State's obligation to compensate and reimburse the Contractor under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
4. Final Payment for services will be made within thirty (30) days following receipt of all required reports to the Office of Chief Medical Examiner. Said payment shall be made out to the Contractor's accounts receivables address per the Financial System for the State of New Hampshire.

Contractor Initials:

RR

Date: 9/23/2020



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

October 21, 2020

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

## REQUESTED ACTION

Pursuant to RSA 21-I:56 I, Reclassification of Positions, the Division of Personnel, Department of Administrative Services requests waiver approval of the attached classification decisions effective upon Governor and Executive Council action. Funding associated with each decision is detailed on the reclassification waiver.

## EXPLANATION

RSA 21-I:56 I, states that any request for reclassification of a position to a different class series as provided in RSA 21-I:54 shall require the approval of the Governor and Council.

Attached please find the classification decisions reached by the Classification Section of the Division of Personnel. RSA 21-I:42 II, provides the responsibility to the Division of Personnel to prepare, maintain and periodically revise a position classification plan for all positions in the classified service, based upon similarity of duties performed and responsibilities assumed, so that the same qualifications may reasonably be required for, and the same schedule of pay may equitably be applied to, all positions in the same classification. In addition, RSA 21-I:42 III, states that the Division of Personnel shall be responsible for allocating the position of every employee in the classified service to one of the classifications in the classification plan.

The change in position allocation or classification for vacant positions under RSA 21-I:56 I, shall be effective upon approval by the Governor and Executive Council. For filled positions with a current incumbent, Personnel Rule 303.04 Response of Director, mandates that the effective date of the change in position allocation or classification shall be the first day of the pay period immediately following the written response made by the Director of Personnel. In cases where this rule applies, Governor and Executive Council action is requested **retroactive** to the date specified for that position.

A thorough analysis of the proposed change specific to each position, both within their respective agency, as well as within the state classification system, has been completed by the Division of Personnel classification staff. A waiver is respectfully requested to proceed with the classification process.

Respectfully Submitted,

  
Lorrie A. Rudis  
Director of Personnel

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

**Reclassification Request:**

- The New Hampshire Department of Military Affairs and Veterans Services requests the reclassification of Filled position #10029, Plant Maintenance Engineer IV, Labor Grade 24, A130 to a Supervisor VI, Labor Grade 27, A000.

**Division of Personnel (DOP) Reclassification Decision:**

- Supervisor VI, Labor Grade 27, A000 effective 9/11/20.

**Rationale for Decision:**

- The agency reorganized its Facilities Maintenance section and established geographical regions led by mid-level supervisory staff to increase efficiency and improve work flow. This position oversees the entire section.
- This position identifies, prioritizes and formulates short- and long-term plans for preventative maintenance and repair to existing infrastructure, to include managing budgets and overseeing contracts. It also analyzes and evaluates construction projects during all project lifecycle phases, to include coordinating with stakeholders.
- The proposed duties are similar to those of other Supervisor VI positions currently operating in the state, and parallel the class specification appropriately.

**Funding Summary**

1. This position is a 100% Federal Funded position.
2. Budgetary number/string 02-12-12-120010-22450000-010.
3. Filled position-effective date: 9/11/2020.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$80,769
5. Total FY 21 Budgeted and Projected Annual Cost:

**Total FY 21 Budgeted:**

Salary	\$73,848
Benefits	<u>\$26,057</u>
Total	\$99,905

**Projected Annual Cost:**

Salary	\$79,170
Benefits	<u>\$31,356</u>
Total	\$110,526

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

**Reclassification Request:**

- The New Hampshire Department of Labor requests the reclassification of Vacant position #19278, Hearings Officer, Labor Grade 26, A000 to an Attorney II, Labor Grade 28, A000.

**Division of Personnel (DOP) Reclassification Decision:**

- Attorney II, Labor Grade 28, A000 effective upon Council's approval.

**Rationale for Decision:**

- The Department of Labor is revising business operations within the agency in an effort to streamline processes. The department is also seeking additional legal support services which are best obtained through an Attorney classification.
- The Attorney II will directly facilitate or assist in facilitation of legal work such as legal representation, interpretation and drafting of legislation and development of policies and training.
- The proposed duties are similar to those of other positions of the same class title currently operating in the agency and state, and parallel the class specification appropriately. The position and classification are appropriate to the agency's proposed organizational structure.

**Funding Summary**

1. This position is a 100% Other Funded position.
2. Budgetary number/string 02-26-26-260010-60000000-010.
3. Anticipated date of hire is: 11/6/2020 at Minimum Step.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$51,022
5. Total FY 21 Budgeted and Projected Annual Cost:

**Total FY 21 Budgeted:**

Salary	\$76,634
Benefits	<u>\$34,151</u>
Total	\$110,785

**Projected Annual Cost:**

Salary	\$57,954
Benefits	<u>\$30,484</u>
Total	\$88,438

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

Reclassification Request:

- The New Hampshire Department of Labor requests the reclassification of Filled position #19285, Word Processor Operator II, Labor Grade 12, A000 to a Program Assistant II, Labor Grade 15, A000.

Division of Personnel (DOP) Reclassification Decision:

- Program Assistant II, Labor Grade 15, A000 effective 8/28/20.

Rationale for Decision:

- This position is working on par with other Program Assistant II positions performing administrative and paraprofessional duties to support the Inspection Division.
- It applies knowledge and interpretation of federal and state rules, regulations and procedures to appropriately process requests; compiles, verifies and enters specialized data into databases; independently communicates with stakeholders in response to inquiries and to obtain missing information; and generates case status and other reports to inform decision-making.
- The proposed duties are similar to those of other positions of the same class title currently operating in the agency and state, and parallel the class specification appropriately.

Funding Summary

1. This position is a 100% Other Funded position.
2. Budgetary number/string 02-26-26-260510-6100-010.
3. Filled position-effective date: 8/28/2020.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$58,269
5. Total FY 21 Budgeted and Projected Annual Cost:

Total FY 21 Budgeted:

Salary	\$32,671
Benefits	<u>\$16,846</u>
Total	\$49,517

Projected Annual Cost:

Salary	\$35,295
Benefits	<u>\$40,455</u>
Total	\$75,750

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

**Reclassification Request:**

- The New Hampshire Department of Environmental Services requests the reclassification of Filled position #16670, Executive Secretary, Labor Grade 11, A000 to a Program Assistant II, Labor Grade 15, A000.

**Division of Personnel (DOP) Reclassification Decision:**

- Program Assistant II, Labor Grade 15, A000 effective 9/25/20.

**Rationale for Decision:**

- With the reduction of staff, this position has experienced a permanent change in responsibilities to support the Coastal Program, to include reviewing work for accuracy, completeness and compliance with agency and federal requirements.
- This position is performing federal grant recordkeeping and reporting, creating and managing program information on social media and on the department's web site, and maintaining program and grant databases.
- The proposed duties are similar to those of Program Assistant II positions operating in the agency and state, and parallel the class specification appropriately. The position and classification are appropriate to the agency's proposed organizational structure.

**Funding Summary**

1. This position is a 100% Federal Funded position.
2. Budgetary number/string 03-44-44-442010-36420000-010.
3. Filled position-effective date: 9/25/2020.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$53,176
5. Total FY 21 Budgeted and Projected Annual Cost:

**Total FY 21 Budgeted:**

Salary	\$35,178
Benefits	<u>\$40,464</u>
Total	\$75,642

**Projected Annual Cost:**

Salary	\$37,118
Benefits	<u>\$40,472</u>
Total	\$77,590

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

**Reclassification Request:**

- The New Hampshire Fish and Game Department requests the reclassification of Filled position #43030, Informational Representative II, Labor Grade 21, A000 to a Program Specialist III, Labor Grade 23, A000.

**Division of Personnel (DOP) Reclassification Decision:**

- Program Specialist III, Labor Grade 23, A000 effective 9/25/20.

**Rationale for Decision:**

- The position has absorbed duties of planning, developing, implementing and evaluating programs to maintain and expand public recreational access while improving relations among constituents and landowners statewide. The new duties were previously performed by a part-time position.
- The position implements marketing and outreach initiatives, outlines recommendations to address issues and concerns impeding public recreational use of private lands, and functions as the principal agency contact to the Wildlife Heritage Foundation of NH.
- The proposed duties are similar to those of other positions of the same class title currently operating in the agency and state, and parallel the class specification appropriately.

**Funding Summary**

1. This position is a 9% Federal Funded position.  
This position is a 91% Other Funded position.
2. Budgetary number/string 03-75-75-751020-21200000-010.
3. Filled position-effective date: 9/25/2020.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$65,553.00
5. Total FY 21 Budgeted and Projected Annual Cost:

**Total FY 21 Budgeted:**

Salary	\$60,470
Benefits	<u>\$30,976</u>
Total	\$91,446

**Projected Annual Cost:**

Salary	\$63,180
Benefits	<u>\$31,507</u>
Total	\$94,687

Division of Personnel  
Reclassification Waiver Per Chapter 21-I:56  
Governor and Council Meeting Date: October 21, 2020

**Reclassification Request:**

- The New Hampshire Department of Health and Human Services requests the reclassification of Filled position #42908, Program Assistant II, Labor Grade 15, A000 to a Program Planner I, Labor Grade 19, A000.

**Division of Personnel (DOP) Reclassification Decision:**

- Program Planner I, Labor Grade 19, A000 effective 9/11/20.

**Rationale for Decision:**

- The position took on additional, more complex duties after a reduction in staff affecting the Newborn Screening Program and Home Visiting Program.
- The Program Planner I plans & monitors service delivery to contracts and sub-recipients. Expanded duties include: development of educational materials, consultation with the quality improvement team & sub-recipients on program development and evaluation, and data collection used to evaluate programs & provide reporting to internal and external parties; these fall in line and support the requested reclassification.
- The proposed duties are similar to those of other positions of the same class title currently operating in the agency and state, and parallel the class specification appropriately. The position and classification are appropriate to the agency's proposed organizational structure.

**Funding Summary**

1. This position is a 85% Federal Funded position.  
This position is a 15% Other Funded position.
2. Budgetary number/string 05-95-90-902010-51900000-010.
3. Filled position-effective date: 9/11/2020.
4. Projected cost (Salary & Benefits) for remainder of FY 21: \$49,768
5. Total FY 21 Budgeted and Projected Annual Cost:

**Total FY 21 Budgeted:**

Salary	\$39,297
Benefits	<u>\$17,305</u>
Total	\$56,602

**Projected Annual Cost:**

Salary	\$41,321
Benefits	<u>\$26,782</u>
Total	\$68,103



68 msc

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

Division of Public Works  
Design and Construction  
Project No. 81074R - Contract B

August 25, 2020

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

### REQUESTED ACTION

- 1). Authorize the Division of Public Works Design and Construction to enter into a contract with Structural Preservation Systems, LLC (VC# 298082), Columbia, MD, for a total price not to exceed \$670,495 for the Parking Garage Repairs at the State of NH Dept. of Administrative Services, Storrs Street Parking Garage, Concord, N.H. This contract is effective upon Governor and Council approval through October 1, 2021, unless extended in accordance with the contract terms. **100% Capital - General Funds**
- 2). Further authorize the amount of \$35,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to \$705,495. **100% Capital- General Funds.**

Funding is available in account titled Storrs Street Garage as follows:

01-14-14-140030-71790000 Storrs Street 19-146:1-II-B3

	<u>SFY21</u>
034-500162 - Capital Projects - Contract	\$670,495
034-500162 - Capital Projects - DPW Fees	<u>\$ 35,000</u>
<b>GRAND TOTAL</b>	<b>\$705,495</b>

### EXPLANATION

This project is to repair structural, cosmetic and spalling concrete to the legislative parking garage.

The contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Department of Justice as to form and execution; and the State of NH Administrative Services has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project.

Respectfully submitted,



Charles M. Arlinghaus,  
Commissioner

Department Estimate:	\$845,000
Contract Amount:	<u>\$670,495</u>
Under Estimate:	\$174,505



ABC Bid Data

NON-FEDERAL

PROJECT: Concord  
 STATE PROJECT NUMBER: 81074B  
 FED. PROJECT NUMBER: NON-FEDERAL  
 DATE BIDS OPEN: July 22, 2020, 2:00 PM  
 SCOPE OF WORK: Repair Parking Garage  
 COMPLETION DATE: October 01, 2021  
 LOCATION: Merrimack

Certified by: \_\_\_\_\_

Summary of Bidders

Contractor	Bid Amount	Rank
STRUCTURAL PRESERVATION SYSTEMS LLC 10150 OLD COLUMBIA ROAD, COLUMBIA MD 21046	\$670,495.00	A
AUDLEY, R. S., INC. 1113 ROUTE 3A, BOW NH 03304-4025	\$899,400.00	B
D. L. KING & ASSOCIATES INC. 27 TANGLEWOOD DRIVE, NASHUA NH 03062-1044	\$917,500.00	C
KNOWLES INDUSTRIAL SERVICES CORP 295 NEW PORTLAND RD, GORHAM ME 04038	\$1,063,953.00	D

BUREAU OF PUBLIC WORKS

Award to A Bidder \$ 670,495  
 Hold for Negotiation  
 Cancel Contract  
 User Agency DAS  
 Authorized by MLT  
 Date 7/30/2020

Item No.	Description	Unit	Quantity	PS&E		STRUCTURAL PRESERVATION SYSTEMS LLC 10150 OLD COLUMBIA ROAD COLUMBIA, MD 21046		AUDLEY, R. S., INC. 1113 ROUTE 3A BOW, NH 03304-4025	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

Items

901	REPAIR PARKING GARAGE	U	1.00	\$770,000.00	\$ 770,000.00	\$570,495.00	\$570,495.00	\$799,400.00	\$799,400.00
902	ADDITIONS AND MODIFICATIONS	\$	75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00
903	TRAFFIC CONTROL PLAN	\$	25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
Totals:					\$870,000.00		\$670,495.00		\$899,400.00
Alt. Totals:									
Totals:					\$870,000.00		\$670,495.00		\$899,400.00

Item No.	Description	Unit	Quantity	PS&E		D. L. KING & ASSOCIATES INC. 27 TANGLEWOOD DRIVE NASHUA, NH 03062-1044		KNOWLES INDUSTRIAL SERVICES CORP 295 NEW PORTLAND RD GORHAM, ME 04038	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

901	REPAIR PARKING GARAGE	U	1.00	\$770,000.00	\$ 770,000.00	\$817,500.00	\$817,500.00	\$963,953.00	\$963,953.00
902	ADDITIONS AND MODIFICATIONS	\$	75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00	\$1.00	\$75,000.00
903	TRAFFIC CONTROL PLAN	\$	25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
Totals:					\$870,000.00		\$917,500.00		\$1,063,953.00
Alt. Totals:									
Totals:					\$870,000.00		\$917,500.00		\$1,063,953.00





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/26/2020

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

<b>PRODUCER NAME, CONTACT PERSON AND ADDRESS</b> Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road Suite 450 Hunt Valley, MD 21031		<b>PHONE (A/C, No, Ext):</b> 443-798-7499	<b>COMPANY NAME AND ADDRESS</b> AGCS Marine Insurance Company 33 West Monroe Street Chicago, IL 60603		<b>NAIC NO:</b> 22837
<b>FAX (A/C, No):</b> 443-798-7290		<b>E-MAIL ADDRESS:</b>		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
<b>CODE:</b>		<b>SUB CODE:</b>		<b>POLICY TYPE</b>	
<b>AGENCY CUSTOMER ID #:</b>		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> MZI93059241	
<b>NAMED INSURED AND ADDRESS</b> Structural Preservation Systems, LLC 10150 Old Columbia Road Columbia, MD 21046		<b>EFFECTIVE DATE</b> 07/01/2020		<b>EXPIRATION DATE</b> 07/01/2021	
<b>Additional Named Insured:</b> State of NH, Dept. of Administrative Services any and all subcontractors		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>	

**PROPERTY INFORMATION** (ACORD 101 may be attached if more space is required)  BUILDING OR  BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION** PERILS INSURED BASIC  BROAD  SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$10,000,000 DED: \$25,000

	YES	NO	N/A		DED:
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			X	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE			X	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		
IS DOMESTIC TERRORISM EXCLUDED?			X		
LIMITED FUNGUS COVERAGE			X	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X		
REPLACEMENT COST	X				
AGREED VALUE			X		
COINSURANCE			X	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			X	If YES, LIMIT:	DED:
- Demolition Costs			X	If YES, LIMIT:	DED:
- Incr. Cost of Construction			X	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: \$1,000,000	DED: \$25,000
FLOOD (If Applicable)			X	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			X		

### 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.

### ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>
<b>NAME AND ADDRESS</b> State of New Hampshire c/o Department of Administrative Services 7 Hazen Drive, Room 250 Concord, NH 03302		<b>AUTHORIZED REPRESENTATIVE</b> 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Structural Preservation Systems, LLC 10150 Old Columbia Road Columbia, MD 21046	
POLICY NUMBER MZI93059241		EFFECTIVE DATE: 07/01/2020	
CARRIER AGCS Marine Insurance Company	NAIC CODE 22837		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

COI#: IC-0503841 - Concord 81074B

A waiver of subrogation applies with respect to the builder's risk policy as required by written contract. Policy provides coverage for all other contractors, subcontractors and others employed on the premises as insureds as required by written contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/21/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road Suite 450 Hunt Valley MD 21031	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 443-798-7499      FAX (A/C. No): 443-798-7290 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> State of New Hampshire Department of Administrative Services 7 Hazen Drive Suite 250 Concord NH 03302	License#: BR-724491 STRUGRO-01	INSURER A: Colony Insurance Company      39993 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER: 864226251**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			800OCP018110300	9/28/2020	9/30/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contractors Name: Structural Preservation Systems, LLC  
Concrete repairs of parking garage located at Storms Street, Concord NH 03302  
Job # 586050 / Project #81074B

**CERTIFICATE HOLDER**      **CANCELLATION**

State of New Hampshire Department of Administrative Services 7 Hazen Drive Suite 250 Concord NH 03302	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 
---	---

leah  
mlc

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

Division of Public Works  
Design and Construction  
Project No. 81135R - Contract B

October 15, 2020

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

## REQUESTED ACTION

- 1). Authorize the Division of Public Works Design and Construction to enter into a contract with Charter Brothers Construction, LLC (VC# 208666), Danville, NH, for a total price not to exceed \$245,990, for the Headquarters Sewer Repair at the State of NH Liquor Commission Headquarters, Concord, N. H. This contract is effective upon Governor and Council approval through January 29, 2021, unless extended in accordance with the contract terms. **100% Liquor Commission Funds**
- 2). Further authorize that a contingency in the amount of \$20,000 be approved for unanticipated site expenses for the Headquarters Sewer Repair at the State of NH Liquor Commission Headquarters, Concord, N. H., bringing the total to \$265,990. **100% Liquor Commission Funds**
- 3). Further authorize the amount of \$30,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC# 311152), for engineering services provided, bringing the total to \$295,990. **100% Liquor Commission Funds**

Funding is available in account titled Store Operations Contracts for OPS Services as follows:

02-77-77-7700512-10300000 Store Operations Contracts for OPS Services

	<b><u>SFY21</u></b>
103-500736 – Contract Repairs; Bldg Grounds	\$ 245,990
103-500736 – Contingency Repairs; Bldg Grounds	\$ 20,000
103-500736 – Interagency DPW fees	\$ <u>30,000</u>
Sub-Total	\$295,990
<b>GRAND TOTAL</b>	<b>\$295,990</b>

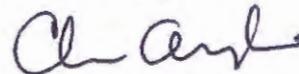
#### EXPLANATION

This project is for the repair and replacement of approx. 50 ft of existing 4" sanitary sewer line, selective demo and reconstruction of office space necessary to access the sewer line, and the renovation of areas damaged by the sewer line failure.

The contractor has been pre-qualified by the Department of Transportation. The contract has been approved by the Department of Justice as to form and execution; and the State of NH Liquor Commission has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project along with the contract supplemental information sheet.

Respectfully submitted,



Charles M. Arlinghaus,  
Commissioner

Department Estimate: \$155,000  
Contract Amount: \$245,990  
Over Estimate: \$ 90,990



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIA/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Pinette <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vpinette@crossagency.com	
<b>INSURED</b> Charters Brothers Construction, LLC 27 Main Street  Danville NH 03819		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Firemen's Ins. Co. of Washington D.C. NAIC # 21764 <b>INSURER B:</b> W.R. Berkley Corporation <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	CPA539623511	05/31/2020	05/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAA5396236-11	05/31/2020	05/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	CUA5396237-11	05/31/2020	05/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products-Comp ops Agg \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WPA5396238-11	05/31/2020	05/31/2021	PER STATE/DTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
(3a.) WC States: MA ME NH						

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

RE: Concord 81135RB. The State of New Hampshire, its agencies, its agents & employees are included as additional insured with respects to the CGL as required by executed written contract with the above named insured. A waiver of subrogation in favor of the above additional insured applies with respects to the CGL as per written contract. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL, BA & umbrella policies.

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire c/o Department of Administrative Services  
7 Hazen Drive  
Room 250  
Concord NH 03302

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



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2020

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

AGENCY <b>FIAI/Cross Insurance</b> 1100 Elm Street  Manchester NH 03101		COMPANY <b>W.R. Berkley Corporation</b> One Acadia Commons P.O. Box 9010 Westbrook ME 04098-5010	
PHONE (603) 669-3218	FAX (603) 649-4332	E-MAIL ADDRESS: j.schroeder@crossagency.com	CODE: 00325508
INSURED <b>Charters Brothers Construction LLC, State of NH,          Dept of Administrative Serv Any &amp;          All Subcontractors ATIMA          27 Main St, Danville NH 03819</b>		LOAN NUMBER  POLICY NUMBER <b>CIMS44978310</b>	EFFECTIVE DATE <b>10/6/2020</b>
		EXPIRATION DATE <b>10/6/2021</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
 Loc: 50 Storrs St, Concord NH 03301

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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk	245,990	1,000
Transit	122,995	1,000
Temporary Storage	122,995	1,000

### REMARKS (Including Special Conditions)

RE: Concord 81135RB

### 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.

### ADDITIONAL INTEREST

NAME AND ADDRESS  State of New Hampshire c/o Department of Administrative Services 7 Hazen Drive, Room 250 Concord, NH 03302	MORTGAGEE <input type="checkbox"/>	ADDITIONAL INSURED <input type="checkbox"/>
	LOSS PAYEE <input type="checkbox"/>	LOAN #  AUTHORIZED REPRESENTATIVE Jeff Schroeder/VP2

## COMMENTS/REMARKS

Waiver of subrogation in favor of any Contractors, Subcontractors or other parties employed on the premises as required by written contract with named insured.  
Notice of cancellation is 30-days, 10-days non-payment



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2020

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<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Pinette <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vpinette@crossagency.com	
<b>INSURED</b> State of New Hampshire c/o Department of Administrative Services 7 Hazen Drive, Room 250 Concord NH 03302		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> W.R. Berkley Corporation <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2010836314 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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Protective GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OCP5456570-10	10/06/2020	10/06/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> DTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Concord 81135RB  
Notice of cancellation is 30-days, 10-days non-payment

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire c/o Department of Administrative Services 7 Hazen Drive, Room 250 Concord NH 03302	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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Division of Public Works

# ABC Bid Data

CONCORD  
81135RB  
NON-FEDERAL

PROJECT: Concord  
STATE PROJECT NUMBER: 81135RB  
FED. PROJECT NUMBER: NON-FEDERAL  
DATE BIDS OPEN: August 26, 2020, 2:00  
SCOPE OF WORK: Liquor Commission Headquarters Sewer Repair  
COMPLETION DATE: January 29, 2021  
LOCATION: Merrimack

Awarded To:

Amount: \$0.00

Award Date:

Certified by:

Director of Project Development

## Summary of Bidders

Contractor	Bid Amount	Rank
CHARTERS BROTHERS CONST LLC 27 MAIN STREET, DANVILLE NH 03819	\$245,990.00	A
PROJECT RESOURCE GROUP LLC 237 PLEASANT POND ROAD, PO BOX 43, FRANCESTOWN NH 03043	\$255,197.00	B
SCHROEDER CONSTRUCTION MGMT IN 2 TOWNSEND WEST, UNIT 3, NASHUA NH 03063	\$278,180.00	C
SOLID ROOTS CONSTRUCTION LLC 159 South MAIN STREET, MANCHESTER NH 03102	\$346,000.00	D

Item 901: \$ 225,990.-  
 902: \$ 20,000.-  
 Total = \$ 245,990.-

BUREAU OF PUBLIC WORKS  
 Award to Charters Bros. Const., LLC  
 Hold for Negotiation  
 Cancel Contract  
 User Agency LC  
 Authorized by [Signature]  
 Date 09232020



Division of Public Works

# ABC Bid Data

CONCORD  
81135RB  
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E		CHARTERS BROTHERS CONST LLC 27 MAIN STREET DANVILLE, NH 03819		PROJECT RESOURCE GROUP LLC 237 PLEASANT POND ROAD FRANCESTOWN, NH 03043	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

**Items**

901	DEMOLITION, SEWER REPAIR, AND OFFICE REHABILITATION	U	1.00	\$135,000.00	\$135,000.00	\$225,990.00	\$225,990.00	\$235,197.00	\$235,197.00
902	UNFORESEEN CONDITIONS OR OWNER INITIATED CHANGES	\$	20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
<b>Totals:</b>					<b>\$155,000.00</b>		<b>\$245,990.00</b>		<b>\$255,197.00</b>
<b>Alt. Totals:</b>									
<b>Totals:</b>					<b>\$155,000.00</b>		<b>\$245,990.00</b>		<b>\$255,197.00</b>



Division of Public Works

# ABC Bid Data

CONCORD  
81135RB  
NON-FEDERAL

Item No.	Description	Unit	Quantity	PS&E		SCHROEDER CONSTRUCTION MGMT IN 2 TOWNSEND WEST, UNIT 3 NASHUA, NH 03063		SOLID ROOTS CONSTRUCTION LLC 159 South MAIN STREET MANCHESTER, NH 03102	
				Unit Price	Total	Unit Price	Total	Unit Price	Total

**Items**

901	DEMOLITION, SEWER REPAIR, AND OFFICE REHABILITATION	U	1.00	\$135,000.00	\$135,000.00	\$258,180.00	\$258,180.00	\$326,000.00	\$326,000.00
902	UNFORESEEN CONDITIONS OR OWNER INITIATED CHANGES	\$	20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
<b>Totals:</b>					<b>\$155,000.00</b>		<b>\$278,180.00</b>		<b>\$346,000.00</b>
<b>Alt. Totals:</b>									
<b>Totals:</b>					<b>\$155,000.00</b>		<b>\$278,180.00</b>		<b>\$346,000.00</b>

A  
MAN



Lori A. Sbibiaette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 11, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive Sole Source** amendment to an existing contract with SAFEPASSAGES GROUP INCORPORATED, Manchester, NH, (VC# TBD) to continue providing transportation services for individuals experiencing homelessness to either a Quarantine Facility or a Community of Origin, by exercising a renewal option by increasing the price limitation by \$10,000 from \$30,000 to \$40,000 and by extending the contract completion date from August 27, 2020, to December 31, 2020. 100% General Funds.

The original contract was approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020 (Informational Item #G).

Funds are available in the following account for State Fiscal Years 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease) Amount	Revised Budget
2020	103-502664	Contracts for Oper Svc	95010998	\$30,000	\$0	\$30,000
2021	103-502664	Contracts for Oper Svc	95010998	\$0	\$10,000	\$10,000
			<b>Total</b>			<b>\$40,000</b>

**EXPLANATION**

This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. This item is **Retroactive** because the Department needed to ensure that these critical services continue to be provided to individuals experiencing homelessness.

The purpose of this amendment is to continue transporting individuals to the Isolation and Quarantine Facility to align with Centers for Disease Control recommendations relative to quarantine and isolation. The Contractor will also transport individuals back to their Communities of Origin once individuals are cleared to return.

The population served are individuals who are experiencing homelessness and may have suspected or confirmed diagnoses of COVID-19 or are awaiting COVID-19 test results; and

- Are in need of isolation in accordance with the Centers for Disease Control recommendations.
- Are asymptomatic but have had close contact with an individual who has tested positive for COVID-19.
- Are referred to services by the Department, the Manchester Health Department, or the Nashua Health Department.

The Department cannot determine the number of individuals who will be served from May 26, 2020, to December 31, 2020.

The Contractor will provide transportation within one (1) hour of receiving the request for transportation from the Department. Individuals will not be comingled with individuals from other shelters during transport. The Contractor will ensure all drivers receive and complete training on the use of personal protective equipment and follow the Centers for Disease Control Guidelines relative to transportation services for individuals with suspected or positive COVID-19 diagnoses, as appropriate.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3, Effective Date/Completion of Services, Subparagraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is exercising six (6) months of the one (1) year available for renewal.

Areas served: Statewide

Source of Funds: 100% General

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Transportation for Homeless Individuals Contract**

This 1st Amendment to the Transportation for Homeless Individuals contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and SAFEPASSAGE Group INCORPORATED, (hereinafter referred to as "the Contractor"), a profit corporation with a place of business at 1 Harvey Road, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020 (Informational Item #G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Section 1, Subsection 1.2, the Contract may be amended and extended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:  
1 Harvey Road  
Manchester, NH 03103
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$40,000.
4. Exhibit B, Scope of Services Section 1, Statement of Work, Subsection 1.1, Paragraph 1.1.1., to read:  
1.1.1. Department of Health and Human Services or the Isolation and Quarantine Team; or.

*CJ*

*8/17/2020*

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective August 27, 2020, upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

8/10/20  
Date

Christine Santaniello  
Name: Christine Santaniello  
Title: Director DEITS

SAFEPASSAGE GROUP INCORPORATED

8/7/2020  
Date

Christopher LaBerge  
Name: Christopher LaBerge  
Title: President

**New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

08/24/20  
Date

Catherine Pinos  
Name:  
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**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 SAFEPASSAGE GROUP INCORPORATED is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 20, 2006. 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: 556180

Certificate Number: 0004892916



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 15th day of April A.D. 2020.

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

William M. Gardner

Secretary of State

## CERTIFICATE OF AUTHORITY

I, Jarod Conlin – Chief Financial Officer, hereby certify that:

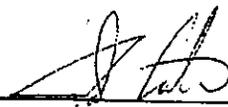
1. I am a duly elected Clerk/Secretary/Officer of SafePassage Group Incorporated.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 8, 2020, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Christopher LaBerge – President / SafePassage Group Inc. is duly authorized on behalf of SafePassage Group Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8-7-2020



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Signature of Elected Officer  
Name: Jarod Conlin  
Title: CFO



SAFEGRO-01

MORGAN

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/23/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RIG Insurance Services, LLC 463 Mountain View Drive, Suite 101 Colchester, VT 05446	<b>CONTACT NAME:</b> Bryan Ravlin <b>PHONE (A/C, No, Ext):</b> (802) 861-4477 <b>FAX (A/C, No):</b> (802) 861-4440 <b>E-MAIL ADDRESS:</b> Bryan@RigProtect.com														
<b>INSURED</b>  SafePassage Group Incorporated 651 Elm Street Manchester, NH 03101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER B : Sirius America Insurance Company</td> <td>38776</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Kinsale Insurance Company	38920	INSURER B : Sirius America Insurance Company	38776	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0100115847-0	5/21/2020	5/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			0100115872-0	5/21/2020	5/21/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC48588	7/8/2020	7/8/2021	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	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 
--	---



Lori A. Shibnette  
Commissioner

JUN 30 '20 AND 0:00 LRS

G mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF THE COMMISSIONER**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, and 2020-09, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with SAFEPASSAGES GROUP INCORPORATED (VC# TBD) in the amount of \$30,000 to provide transportation services for individuals experiencing homelessness to either a Quarantine Facility; a Decompression site; or Community of Origin, with the option to renew for up to one (1) additional year, effective retroactive to May 26, 2020, through August 27, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010998	\$30,000
2021	103-502664	Contracts for Oper Svc	95010998	\$0
			<b>Total</b>	<b>\$30,000</b>

**EXPLANATION**

The Department requested that the Governor retroactively approve this item because the Department identified an immediate need for the transportation of individuals experiencing homelessness to either the Quarantine Facility, a Decompression Site, or their Communities of Origin, as a result of the COVID-19 pandemic. This contract was developed concurrently with the Quarantine Facility contract for the Laconia site, operated by Lakes Region Mental Health Center Inc., which the Governor approved retroactive to April 17, 2020, on May 11, 2020. Transportation requests began immediately after the Quarantine Facility began operations. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified this vendor as having the capacity to quickly respond to the transportation need caused by the COVID-19 pandemic.

The purpose of this item is to transport individuals to either the Quarantine Facility or a Decompression Site, in order to align with Centers for Disease Control recommendations relative to social distancing and isolation. The Contractor also transports individuals back to their Communities of Origin once they are cleared to return.

The population served are individuals who may be residing in a shelter and individuals who are experiencing homelessness and not residing in a shelter. The population includes individuals who:

- May have a suspected or confirmed diagnosis of COVID-19 or are waiting for COVID-19 test results; and
- Are in need of social distancing in accordance with the Centers for Disease Control recommendations.

The Department cannot determine the number of individuals who will be served from May 26, 2020, to August 27, 2020.

The Contractor provides transportation within 24 hours of receiving the request for transportation, from the Department, the Adjutant General, or the Department of Safety. Individuals from one shelter are not to be comingled with individuals from other shelters during transport. The Contractor ensures all drivers receive and complete training on the use of personal protective equipment and follow Centers for Disease Control guidelines relative to transportation services for individuals with a suspected or positive COVID-19 diagnosis, as appropriate.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3, Effective Date/Completion of Services; Subparagraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Respectfully submitted,

  
for Lori A. Shabinette  
Commissioner

Subject: Transportation for Homeless Individuals (SS-2020-OCOM-09-TRANS-01)

**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 New Hampshire Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name SAFEPASSAGE GROUP INCORPORATED		1.4 Contractor Address 651 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 647-0066	1.6 Account Number 05-95-95-950010- 56760000-103-502664- 95010998	1.7 Completion Date August 27, 2020	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Christopher LaBerge</i> Date: 5/28/2020		1.12 Name and Title of Contractor Signatory President - Christopher LaBerge	
1.13 State Agency Signature <i>Christina Santanelli</i> Date: 5/28/2020		1.14 Name and Title of State Agency Signatory Christina Santanelli, DHS, DEHS Dir. Tech.	
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: <i>J Christopher Marshall</i> On: June 2, 2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *CL*  
 Date *5/28/2020*



**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.

## 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

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.



**EXHIBIT A**

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on May 26, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 9, Termination, is amended by adding Subparagraph 9.3, as follows:
  - 9.3 In the event that services in the contract are no longer needed, due to the resolution of the COVID 19 Pandemic, the contract shall be terminated immediately upon written notification of the State to the Contractor.
- 1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

CJ  
5/28/2020



**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. For the purposes of this agreement, the State of New Hampshire shall mean the:
  - 1.1.1. Department of Health and Human Services; or
  - 1.1.2. Department of Safety; or
  - 1.1.3. Adjutant General.
- 1.2. The Contractor shall provide services in this agreement to individuals who:
  - 1.2.1. May have vulnerable medical, behavioral, and/or psychological conditions; and
  - 1.2.2. Are currently residing in a shelter that provides services to individuals experiencing homelessness; or
  - 1.2.3. Are experiencing homeless and not residing in a shelter that provides services to individuals experiencing homelessness.
- 1.3. The Contractor shall ensure services are available statewide, as needed.
- 1.4. The Contractor shall provide a telephone number to the State of New Hampshire for receiving requests for transportation of individuals experiencing homeless who require relocation to an alternative site.
- 1.5. The Contractor shall transport individuals from a point of pick up, as specified by the State of New Hampshire, to either:
  - 1.5.1. The Quarantine Facility, ensuring the driver leaves for transport within one (1) hour of receiving a request for transportation.
  - 1.5.2. The Decompression Facility, ensuring the driver leaves for transport within 24 hours of receiving the request for transportation.
  - 1.5.3. Communities of origin, ensuring drivers leave for transports within 24 hours of receiving the request for transportation.
- 1.6. The Contractor shall provide transportation services in a manner that ensures:
  - 1.6.1. Individuals destined for the Quarantine Facility are not comingled with individuals destined for the Decompression Facility.
  - 1.6.2. Individuals from one shelter are not comingled with individuals from other shelters.
- 1.7. The Contractor shall work with the State of New Hampshire to coordinate transportation of individuals to their communities of origin, as appropriate, within 24 hours of receiving the request.
- 1.8. The Contractor shall ensure safe travel of passengers to and from points of

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals

EXHIBIT B



destination identified by the State of New Hampshire through various modes of transportation, which may include, but are not limited to:

- 1.8.1. Multi-passenger van.
- 1.8.2. Wheelchair van.
- 1.8.3. Taxi.
- 1.9. The Contractor shall ensure transporters operate vehicles that:
  - 1.9.1. Meet state inspection standards.
  - 1.9.2. Have a current state inspection sticker.
  - 1.9.3. Are registered for operation in the State of New Hampshire.
- 1.10. The Contractor shall ensure all drivers:
  - 1.10.1. Have appropriate and valid driver's licenses and insurance for vehicles used in transports.
  - 1.10.2. Have not had more than two (2) accidents within the last 12 months.
  - 1.10.3. Have not been convicted of any felony or misdemeanor crimes related to:
    - 1.10.3.1. Drugs.
    - 1.10.3.2. Alcohol.
    - 1.10.3.3. Abuse of any individual.
    - 1.10.3.4. Sexual misconduct.
  - 1.10.4. Are briefed on the specific population served and safety precautions that must be in place due to the COVID-19 Pandemic.
- 1.11. The Contractor shall ensure all transporters receive and complete training on the proper donning and doffing of personal protective equipment for COVID-19. The Contractor shall:
  - 1.11.1. Document the name of the transporter and date training is completed.
  - 1.11.2. Ensure documentation of completed trainings is available to the State of New Hampshire upon request.
- 1.12. The Contractor shall follow CDC Interim Guidelines relative to transportation to the Quarantine Facility, which include, but are not limited to:
  - 1.12.1. Ensuring transporters wear personal protective equipment (PPE), provided by the State of New Hampshire, during the course of each ride provided.
  - 1.12.2. Ensuring interactions by transporter with individuals are at a distance of at least six (6) feet, if possible.

**New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals**



**EXHIBIT B**

- 1.12.3. Ensuring family members and other contacts of individuals with possible COVID-19 are not transported together in the same vehicle, whenever possible.
- 1.12.4. Ensuring individuals are placed in the vehicle at least six (6) feet from the driver.
- 1.12.5. Ensuring individuals are placed at least six (6) feet apart from other passengers when multiple individuals are transported in a single vehicle.
- 1.12.6. Ensuring a facemask is worn by the individual being transported, whenever possible.
- 1.12.7. Ensuring contact with unmasked individuals is minimized.
- 1.12.8. Ensuring individuals with a nasal cannula in place is donning a facemask over the nasal cannula, or is utilizing an oxygen mask if no facemask is available.
- 1.12.9. Ensuring every effort is made to have a driver's compartment separated from the passenger compartment, which may include an air-tight vapor barrier that is installed and ensures both compartments have separate ventilation.
- 1.12.10. Isolating the driver from the patient compartment and keeping pass-through doors and windows tightly shut.
- 1.12.11. Closing the door and/or window between the driver and passenger compartments prior to allowing an individual to board the vehicle.
- 1.12.12. Making every effort to ensure vehicle ventilation in both compartments is on a non-recirculated of interior ventilation setting to maximize the ability to bring exterior air into the interior compartments to ensure reduction in potentially infectious particles in the vehicle.
- 1.12.13. Ensuring transport vehicles can be effectively disinfected by ensuring seats within the vehicle either:
  - 1.12.13.1. Do not have cloth seats; or
  - 1.12.13.2. Have plastic covering over the seats.
- 1.13. The Contractor shall document and provide initial notification of adverse events or incidents, and any follow-up action taken. The Contractor shall notify the State of New Hampshire of any accidents, injuries and incidents within:
  - 1.13.1. Twelve (12) hours of any event that results in injury.
  - 1.13.2. Twenty-four (24) hours of any event that does not result in injury.
- 1.14. The Contractor shall ensure transport vehicles are cleaned after every transport

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals  
**EXHIBIT B**



completed, in accordance with CDC Interim Guidelines relative to transportation services provided during the COVID-19 Pandemic. The Contractor shall:

- 1.14.1. Leave the doors of the transport vehicle open while the individual is escorted by staff into the facility.
- 1.14.2. Ensure transporters wear disposable gowns, gloves, facemasks or face shields, and goggles during cleaning.
- 1.14.3. Ensure that environmental cleaning and disinfection procedures are followed consistently and correctly, which includes ensuring doors remain open to provide adequate ventilation when chemicals are in use.
- 1.14.4. Follow routine cleaning and disinfection procedures, which may include, but is not limited to, using cleaners and water to pre-clean surfaces prior to applying an EPA-registered, hospital-grade disinfectant to frequently touched surfaces or objects for appropriate contact times as indicated on the product's label.
- 1.14.5. Clean and disinfect each vehicle in accordance with standard operating procedures, ensuring all surfaces that may have come in contact with the patient or materials contaminated during patient care are thoroughly cleaned and disinfected using an EPA-registered hospital grade disinfectant in accordance with the product label.
- 1.14.6. Follow standard operating procedures for the containment and disposal of used PPE.
- 1.14.7. Follow standard operating procedures for containing and laundering used linen.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit D, Business Associate Agreement, which has been executed by the parties.

**3. Confidentiality**

- 3.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason outside the scope of services of this Agreement.
- 3.2. "Confidential Information" means all information owned, managed, created, or received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals  
**EXHIBIT B**



security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to:

- 3.2.1. Derivative Data.
- 3.2.2. Protected health information (PHI).
- 3.2.3. Personally identifiable information (PII).
- 3.2.4. Federal tax information (FTI).
- 3.2.5. Social Security Administration information (SSA).
- 3.2.6. Criminal justice information services (CJIS).
- 3.2.7. Any other sensitive confidential information provided under the Agreement.

3.3. This covenant shall survive the termination of the Agreement.

**4. Methods of Secure Transmission of Data**

- 4.1. The Contractor shall maintain the confidentiality and security of any identifiable information relating to individuals transported to and from the Quarantine Facility or the Decompression Facility.
- 4.2. The Contractor shall submit invoices for services in a security manner via encrypted email or other electronically secure means listed below.
  - 4.2.1. Encrypted Email. Contractor may employ email to transmit Confidential Data only if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - 4.2.2. Encrypted Web Site. If Contractor employs the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure.
  - 4.2.3. Laptops and PDA. If End User is employing portable devices to transmit Confidential Information said devices must be encrypted and password-protected. If Contractor employs a remote communication to access or transmit Confidential Information, a virtual private network (VPN) must be installed on the Contractor's mobile device(s) or laptop from which information will be transmitted or accessed.
  - 4.2.4. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, Contractor will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data must be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals  
**EXHIBIT B**



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4.2.5. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

EXHIBIT C



Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rides provided per day, specifying:
  - 2.1. Source of transport initiation.
  - 2.2. Name of individual transported.
  - 2.3. Pick up location.
  - 2.4. Drop off location.
  - 2.5. Number of loaded miles traveled.
  - 2.6. Amount of time in transit.
3. The rate of reimbursement for transportation services shall be:
  - 3.1. An hourly rate of \$100.00 per hour, billable in 15 minute increments with a two (2) hour minimum charge per trip.
  - 3.2. Mileage billable at \$0.575 per mile from pick up to drop off points.
  - 3.3. A flat rate of \$20.00 per additional person sharing the transport.
4. No minimum amounts of transports are guaranteed and payments will be only for actual transports completed as specified in Exhibit B, Scope of Services.
5. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to [Beth.Kelly@dhhs.nh.gov](mailto:Beth.Kelly@dhhs.nh.gov).
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

New Hampshire Department of Health and Human Services  
Transportation for Homeless Individuals

EXHIBIT C



10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

SAFEPASSAGE GROUP INCORPORATED

Exhibit C

Contractor Initials

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SS-2020-OCOM-09-TRANS-01

Page 2 of 2

Date

Rev. 01/08/19



Exhibit D

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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5/28/2020



Exhibit D

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit D

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate:**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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5/28/2020



Exhibit D

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit D

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit D

- e. **Segregation.** If any term or condition of this Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the Invalid term or condition; to this end the terms and conditions of this Exhibit D are declared severable.
- f. **Survival.** Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit D.

Department of Health and Human Services  
The State

Christine Santanello  
Signature of Authorized Representative

Christine Santanello  
Name of Authorized Representative

Director, DEHS  
Title of Authorized Representative

5/29/20  
Date

Safeway Group Inc.  
Name of the Contractor

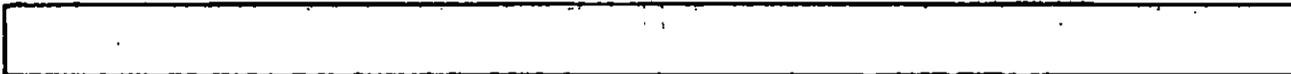
Christopher LaBerge  
Signature of Authorized Representative

Christopher LaBerge  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

5/28/2020  
Date

CJ  
5/28/2020





Lori A. Shibinette  
Commissioner

Kerrin A. Rounds  
Chief Financial Officer

B  
mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**FINANCIAL SERVICES**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
TDD Access: 1-800-735-2964 · www.dhhs.nh.gov

September 22, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, NH 03301

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

**INFORMATIONAL ITEM**

Pursuant to RSA 21-P:43, RSA 4:45, RSA 4:47, and Executive Order 2020-04 as extended by Executive Order 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16, Governor Sununu has authorized the Department of Health and Human Services to accept and expend additional federal funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), in the amount of \$314,387 effective through June 30, 2021. 100% Federal Funds.

Funds are to be budgeted in the account as follows:

**05-95-47-470010-5201, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF  
HHS: OFC MEDICAID SERVICES, OFC OF MEDICAID SERVICES, IDN FUND**

CLASS OBJ	CLASS TITLE	Current Modified Budget	Increase / (Decrease) Amount	Revised Modified Budget
000-401861	Federal Funds	\$20,165,550	\$314,387	\$20,479,937
005-402172	Private Local - County	\$10,000,000		\$10,000,000
009-407079	Agency income	\$0		\$0
	General Funds	\$10,146,565	\$0	\$10,146,565
	Total Revenue	\$40,312,115	\$314,387	\$40,626,502
041-500801	Audit Set Aside	\$18,984	\$314	\$19,298
102-500731	Contracts for Program Services	\$40,293,131	\$314,073	\$40,607,204
	Total Expense	\$40,312,115	\$314,387	\$40,626,502

The Honorable Mary Jane Wallner, Chairman  
His Excellency, Governor Christopher T. Sununu  
August 28, 2020  
Page 2 of 2

**EXPLANATION**

The public health emergency for COVID-19 was declared by the Secretary of Health and Human Services on January 31, 2020. Section 6008(a) of the Families First Coronavirus Response Act (FFCRA) provides a temporary 6.2 percentage point increase to the Federal Medical Assistance Percentage (FMAP) under section 1905(b) of the Social Security Act effective beginning January 1, 2020 and is available for each calendar quarter during the public health emergency, through the end of the quarter in which the public health emergency including any extensions, ends.

The Department is requesting to accept and expend the federal matching dollars to support anticipated costs of the increase in Medicaid caseload resulting from the COVID-19 pandemic. Health Management Associates (HMA), a national healthcare research and consulting firm, estimated the impact of the COVID related economic downturn could result in an increase to New Hampshire's Medicaid caseload from 43,000 to 105,000 increased members.

Respectfully submitted,



For

Lori A. Shibinette  
Commissioner



Lori A. Shibinette  
Commissioner

Christine L. Santaniello  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC AND HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 22, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** grant agreement with Southern New Hampshire Services, Inc. (VC# 177198-B006), Manchester, New Hampshire, in the amount of \$250,000 for administration of the Child Care Recovery and Stabilization Program to respond to the critical need for child care during the COVID-19 pandemic and to support the establishment of a sustainable and high-quality early childhood and afterschool care and education system, effective retroactive to August 1, 2020, through December 30, 2020. 100% Other Funds (Governor's Office for Emergency Relief and Recovery).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-042-421110-19400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, CHILD CARE – GOFERR FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Services	42117799	\$250,000
			<b>Total</b>	<b>\$250,000</b>

**EXPLANATION**

This item is **Sole Source** because the Department, in the interest of the public's health and safety, determined Southern New Hampshire Services, Inc. had capacity to quickly respond to the COVID-19 pandemic. The Grantee currently provides Child Care Resource and Referral Services for the Department and was able to assist the Department in responding to the critical need to support child care during the COVID-19 pandemic, in the emergency phase and continuing through the Child Care Recovery and Stabilization phase. This item is **Retroactive** because the Department needed the Grantee to immediately assist with the administration of the Child Care Recovery and Stabilization Program (CCRSP), for which the funding expires on December 30, 2020. The goal of the CCRSP, funded through the Governor's Office for

Emergency Relief and Recovery (GOFERR), is to provide emergency financial support to NH child care programs due to the economic disruption caused by COVID-19. The CCRSP will provide funding and support to eligible child care programs to assist in the recovery and stabilization process.

The purpose of this grant agreement is for Southern New Hampshire Services, Inc. to collaborate with the Department to support the administration of the CCRSP. The Grantee will provide training, technical assistance, coaching, and support to professionals in the field of early childhood education and afterschool programs on COVID-related priority topics and issues such as health and safety, and social emotional issues, and developing new or alternative child care models.

The Grantee will work with local leads, as identified by the Department, to assist with regional capacity to meet the changing needs of families, businesses and communities by developing strategies and implementing local solutions to COVID-related challenges. Activities include, but are not limited to, facilitating E-Community Collaboratives and supporting local capacity building by working with local organizations.

The Grantee will also provide staffing to work in close coordination with the Department to administer COVID-related functions and activities for up to sixty (60) hours per week. The Grantee will assist the Department with supporting CCRSP initiatives and provide support to child care providers. In addition, it will maintain and update the CCRSP data spreadsheet for billing and program data and will work with the Department to create a final report protocol for CCRSP awardees to complete.

The Grantee will generate weekly CCRSP reports to collect data that includes, but is not limited to, the number of trainings provided, the number of children served by program, the status of community collaboratives, and the amount of funding distributed. In addition, the Grantee will actively and regularly collaborate with the Department to enhance grant management, improve results, and adjust program delivery and policy based on successful outcomes.

Area served: Statewide

Source of Funds: CFDA #21.019. No FAIN number is available. 100% Other Funds.

Respectfully submitted,



Lori A. Shabinette  
Commissioner

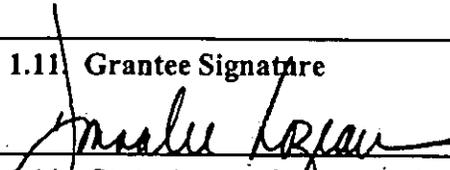
Subject: Child Care Recovery and Stabilization Program (CCRSP) Capacity & Infrastructure Building  
(SS-2021-DEHS-05-CHILD-01)

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Health & Human Services		<b>1.2. State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3. Grantee Name</b> Southern New Hampshire Services, Inc.		<b>1.4. Grantee Address</b> 40 Pine St. Manchester, NH 03103	
<b>1.5. Grantee Phone Number</b> (603) 668-8010	<b>1.6. Account Number</b> TBD	<b>1.7. Completion Date</b> December 30, 2020	<b>1.8. Grant Limitation</b> \$250,000
<b>1.9. Grant Officer for State Agency</b> Nathan D. White, Director		<b>1.10. State Agency Telephone Number</b> (603) 271-9631	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Donnalee Lozeau, Executive Director	
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Christine Santaniello, Director, DEHS	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b> By: <i>Takmina Rakhmatova</i> Assistant Attorney General, On: 9/10/2020			
<b>1.17. Approval by Governor and Council (if applicable)</b> 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 and RSA 31:95-b.
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 "Events 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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Scope of Services

**1. Statement of Work**

- 1.1. The Grantee shall, in collaboration with the Department, administer the Child Care Recovery and Stabilization Program (CCRSP) in order to support the immediate need for child care in response to the COVID-19 pandemic, while establishing a holistic, sustainable and high-quality early childhood and afterschool care and education system, statewide.
- 1.2. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.3. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM through 4:00 PM, excluding state and federal holidays.
- 1.4. **Activity 1: Training, Technical Assistance (TA), and Coaching on COVID-Related Priority Topics and Emerging Needs Based on Current Circumstances.**
  - 1.4.1. The Grantee shall provide training, technical assistance (TA), coaching, and support to professionals in the field of early childhood education and afterschool programs, as identified by the Department, on COVID-related priority topics and issues, that include, but are not limited to:
    - 1.4.1.1. Health and safety in the COVID-19 age.
    - 1.4.1.2. Social emotional development related to children and families, especially related to COVID-19 stress and trauma.
    - 1.4.1.3. Social emotional issues related to staff, especially related to COVID-19 stress and trauma.
    - 1.4.1.4. Staff self-care.
    - 1.4.1.5. Exploration of new or alternative child care models.
    - 1.4.1.6. Business and operational issues related to COVID-19, as needed.
  - 1.4.2. The Grantee shall address emergent needs and trends in response to COVID-19 immediately, by prioritizing the needs as:
    - 1.4.2.1. A stand-alone technical assistance or training opportunity; or
    - 1.4.2.2. As an addition to the training topics identified in section 1.4.1, above.
  - 1.4.3. The Grantee shall schedule, organize, and track all trainings, ensuring that:

New Hampshire Department of Health and Human Services  
Child Care Recovery and Stabilization Program (CCRSP) Services  
**EXHIBIT A**



- 1.4.3.1. Training is available through current methods that include, but are not limited to, webinars, small group training sessions, and individual training sessions, as requested by the Department.
- 1.4.3.2. ProSolutions and/or other national entities and organizations provide trainings to ensure trainings and associated training materials are widely accessible to the early childhood community in other formats.
- 1.4.4. The Grantee shall develop E- Collaboratives, as appropriate, using remote technology.
- 1.4.5. The Grantee shall provide TA to E- Collaboratives, utilizing remote technology, as appropriate.
- 1.4.6. The Grantee shall offer "Strengthening Business Practices for Child Care Programs within a Communities of Practice Environment" to programs requesting business and operations assistance.
- 1.5. Activity 2: Provide Support to Selected Regional/Local Organizations to Build Capacity to Serve Families, Businesses and Communities**
  - 1.5.1. The Grantee shall work with local leads, as identified by the Department, to assist with regional capacity to meet the changing needs of families, businesses and communities by developing strategies and implementing local solutions to COVID-related challenges through activities that may include, but are not limited to:
    - 1.5.1.1. Facilitating and coordinating E-Community Collaboratives, ensuring:
      - 1.5.1.1.1. Facilitation of monthly meetings by a minimum of two (2) staff via Zoom technology.
      - 1.5.1.1.2. Monthly meetings include a minimum of one (1) representative from selected Family Resource Centers.
      - 1.5.1.1.3. Monthly meetings include members of Early Childhood Coalitions.
      - 1.5.1.1.4. Break-out sessions at the monthly meetings are facilitated by Family Resource Centers/Early Childhood Coalition participants, at the E-Community Collaboratives Facilitators' request.
      - 1.5.1.1.5. Provision of an online forum to coordinate services to families during COVID-19 in order to build local and regional capacity efforts and

*dc*

*Sept 1-2020*

New Hampshire Department of Health and Human Services  
Child Care Recovery and Stabilization Program (CCRSP) Services  
**EXHIBIT A**



to expand capacities for family child care homes.

- 1.5.1.2. Fostering membership in a regional early childhood/after school coalition or council for child care programs not yet engaged with a coalition or council.
- 1.5.1.3. Assisting family, friend and neighbor care cooperatives to provide small group care, which may include support and supervision for children engaged in school district remote learning.
- 1.5.1.4. Providing support to regional and/or local organizations to establish opportunities for peer support and the ability to leverage resources among programs.
- 1.5.1.5. Providing support to regional/local organizations by coordinating efforts to:
  - 1.5.1.5.1. Obtain and distribute health and safety supplies;
  - 1.5.1.5.2. Foster school district, child care, after school program and Head Start/Early Head Start partnerships; and
  - 1.5.1.5.3. Support local priorities and solutions for access to quality care and education, which may include, but is not limited to:
    - 1.5.1.5.3.1. Shared programming.
    - 1.5.1.5.3.2. Transportation.
- 1.5.1.6. Working with local community partners to coordinate child and family activities that include, but are not limited to, child care and family resource center activities.
- 1.5.1.7. Distributing \$10,000 per region to local organizations, as determined in collaboration with the Department, for capacity building. The Grantee shall:
  - 1.5.1.7.1. Provide a written attestation to the Department that identifies the regions that have engaged local organizations;
  - 1.5.1.7.2. Develop a plan for statewide distribution of funds that includes how funds will be used at the local level to support the immediate need for child care in response to the COVID-19 pandemic, while establishing a holistic,

New Hampshire Department of Health and Human Services  
Child Care Recovery and Stabilization Program (CCRSP) Services  
**EXHIBIT A**



sustainable and high-quality early childhood and afterschool care and education system.

- 1.5.1.7.3. Submit the Capacity Building Plan to the Department for approval by December 1, 2020. All funds provided under this grant must be expended by December 30, 2020.

- 1.5.2. The Grantee shall support implementation of the Capacity Building Plan by partnering with regional and/or local organizations, statewide, to build local child care/afterschool program capacity to include some or all of the above strategies, as appropriate. The Grantee shall ensure the Capacity Building Plan:

- 1.5.2.1. Identifies participating regional and/or local organizations;
- 1.5.2.2. Establishes strategies to work with organizations; and
- 1.5.2.3. Includes an evaluation of the results of the plan.

- 1.6. Activity 3: Program Coordination and Support for CCRSP Funding and Related Activities**

- 1.6.1. The Grantee shall provide staffing to work in close coordination with the Department to administer COVID-related functions and activities for up to sixty (60) hours per week. The Grantee is required to provide a maximum of sixty (60) staffing hours per week, which includes Activity 1, Activity 2, and Activity 3.

- 1.6.2. The Grantee shall assist the Department with the reviewing and distributing of CCRSP applications and obtain necessary clarifications and/or additional documentation from programs to determine the amounts of awards.

- 1.6.3. The Grantee shall maintain and update the CCRSP data spreadsheet documenting the billing and program data.

- 1.6.4. The Grantee shall review, approve and submit CCRSP invoices to the Department for processing.

- 1.6.5. The Grantee shall respond to CCRSP-related questions received from external stakeholders and partners.

- 1.6.6. The Grantee shall coordinate any webinars related to the Department's COVID-related activities in tandem with the Department's designated staff.

- 1.6.7. The Grantee shall work with the Department to create a final report protocol for CCRSP awardees to complete.

- 1.7. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii)

New Hampshire Department of Health and Human Services  
Child Care Recovery and Stabilization Program (CCRSP) Services  
**EXHIBIT A**



continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made.

**2. Exhibits Incorporated**

- 2.1. The Grantee shall comply with all Exhibits D through H and Exhibit J, which are attached hereto and incorporated by reference herein
- 2.2. The Grantee will not have access to protected health information through this Agreement and the Department's standard Exhibit I, Business Associate Agreement, is not applicable.
- 2.3. The Grantee shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Grantee shall generate weekly CCRSP reports to collect data that includes, but is not limited to:
  - 3.1.1. The number of programs submitting invoices.
  - 3.1.2. Amount of funding distributed by program.
  - 3.1.3. Number of children served, by program.
  - 3.1.4. Number of consultation provided.
  - 3.1.5. Number of training provided.
  - 3.1.6. Status of community collaborative.

**4. Performance Measures**

- 4.1. The Grantee shall actively and regularly collaborate with the Department to enhance grant management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Grantee may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. Where applicable, the Grantee shall collect and share data with the Department in a format specified by the Department.

**5. Additional Terms**

SS-2021-DEHS-05-CHILD-01

Southern NH Services, Inc.

Page 5 of 7

Grantee Initials dc

Date Sept 1 - 2020

New Hampshire Department of Health and Human Services  
Child Care Recovery and Stabilization Program (CCRSP) Services  
**EXHIBIT A**



**5.1. Impacts Resulting from Court Orders or Legislative Changes**

5.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Culturally and Linguistically Appropriate Services (CLAS)**

5.2.1. The Grantee shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the grant agreement effective date.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Grantee shall include the following statement, "The preparation of this (report, document etc.) was financed under a Grant Agreement with the State of New Hampshire, Department of Health and Human Services, with funds provided by the CARES Act, Coronavirus Relief Fund as awarded on March 27, 2020, by the United States Department of State Treasury, CFDA 21.019."

5.3.2. All materials produced or purchased under the grant agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Grantee shall not reproduce any materials produced under the grant agreement without prior written approval from the Department.

**6. Records**

6.1. The Contractor shall retain the following records for a period of five years after final payment is made, in accordance with record retention requirements issued by the US Department of Treasury, Office of Inspector General, which include



**EXHIBIT A**

but are not limited to:

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, Governor's Office for Emergency Relief and Recover (GOFERR), the United States Department of Treasury, or the Office of Management and Budget (OMB) and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the invoice the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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*Sept 1-2020*



EXHIBIT B

Payment Terms

1. This Agreement is funded by 100% Other Funds from the Governor's Office for Emergency Relief and Recovery (GOFERR) under Federal Funds received by the State under the Coronavirus Aid Relief, and Economic Security (CARES) Act, as awarded on March 27, 2020, by the U.S. Department of State Treasury, CFDA 21.019. There is no FAIN#.
2. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Grantee's current and/or future funding.
3. For the purposes of this Grant Agreement:
  - 3.1. The Department has identified the Grantee as a Subrecipient, in accordance with 2 CFR 200.330.
  - 3.2. The Department has identified this Grant Agreement as NON-R&D, in accordance with 2 CFR §200.87.
  - 3.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
4. Regional Funds:
  - 4.1. Upon approval of the Grant Agreement by the State of New Hampshire, the Grantee shall submit an invoice for an immediate payment of \$75,000 for initiation of regional engagement activities of which a maximum of \$5,000 may be distributed to each region participating in the development of the Capacity Building Plan referenced in Exhibit A, Scope of Services.
  - 4.2. The Grantee shall submit an invoice with the Capacity Building Plan referenced in Exhibit A, Scope of Services, requesting payment not to exceed \$75,000 which shall be distributed in amounts up to \$5,000 to each region participating in the implementation of the Capacity Building Plan.
5. The Grantee shall submit an invoice for work performed, in a form satisfactory to the State, requesting payments for costs specified in Exhibit B-1, budget.
6. The Grantee shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Michael.Bradley@dhhs.nh.gov , or invoices may be mailed to:

Michael Bradley  
Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301



EXHIBIT B *bc*

8. The State shall make payment to the Grantee within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
9. The final invoice shall be due to the State no later than thirty (30) days after the Grant Agreement completion date specified in the Grant Agreement Block 1.7 Completion Date.
10. The Grantee agrees that funding under this Grant Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 20 of the the Grant Agreement, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:

13.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

13.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT B *DL*

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- 13.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
- 13.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Contractor Name: Southern New Hampshire Services, Inc.

Budget Request for: Child Care Recovery and Stabilization Program Capacity & Infrastructure Building

Project Title  
Budget Period: SFY 2021

Line Item	1. Total Program Cost			2. Contractor Share / Match			3. Funded by DEHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
2. Employee Benefits	\$ 15,160.00	\$ -	\$ 15,160.00	\$ -	\$ -	\$ -	\$ 15,160.00	\$ -	\$ 15,160.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Services to Regions	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00
Indirect As A Percent of Direct	\$ 9,178.00	\$ -	\$ 9,178.00	\$ -	\$ -	\$ -	\$ 9,178.00	\$ -	\$ 9,178.00
Training Costs	\$ 32,284.00	\$ -	\$ 32,284.00	\$ -	\$ -	\$ -	\$ 32,284.00	\$ -	\$ 32,284.00
<b>TOTAL</b>	\$ 258,868.00	\$ -	\$ 258,868.00	\$ -	\$ -	\$ -	\$ 258,868.00	\$ -	\$ 258,868.00

Indirect As A Percent of Direct

RDVVD



## EXHIBIT C

### REVISIONS TO STANDARD GRANT AGREEMENT PROVISIONS

#### 1. Revisions to Grant Agreement, General Provisions

1.1. Paragraph 4, Subparagraphs 4.1 and 4.2 are deleted and replaced to read as follows:

4 EFFECTIVE DATE: COMPLETION OF PROJECT. This grant is being entered into under the Governor's emergency powers in RSA 4: 44-47; RSA 21-P and Executive Order 2020-04, as extended by 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16. This Agreement, and all obligations of the parties hereunder, shall become effective August 1, 2020, upon Governor approval ("the Effective Date"). Except as otherwise specifically provided herein, this Grant, including all reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

1.2. Paragraph 11 is amended by adding Subparagraph 11.2, Section 11.2.5 to read as follows:

11.2.5 To the extent that it is determined that any eligibility awards have been improperly determined on criteria that is not an allowable cost under the CARES Act, H.R. 748, Section 5001, recoup the amount of the ineligible assistance provided.

1.3. Paragraph 15, Assignment/Delegation/Subcontracts, is amended by adding Subparagraph 15.1 as follows:

15.1 Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Grant Agreement and notify the State of any inadequate subcontractor performance.

1.4. Paragraph 20 is deleted and replaced to read as follows:

20. 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 under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required,

*HC*  
Sept 1, 2020



## EXHIBIT C

or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

1.5. Paragraph 25 is added to read as follows:

25. ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.

1.6. Paragraph 26 is added to read as follows:

26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards).

*DL*

*Sept 1, 2020*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - GRANTEES  
US DEPARTMENT OF EDUCATION - GRANTEES  
US DEPARTMENT OF AGRICULTURE - GRANTEES**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



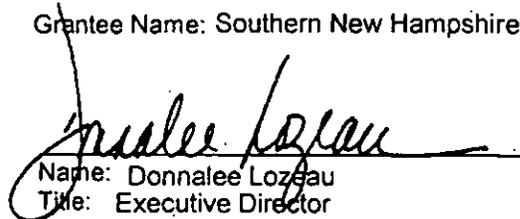
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Grantee Name: Southern New Hampshire Services

September 1 - 2020  
Date

  
Name: Donnalee Lozeau  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Grantee identified in Section 1.3 of the General Provisions 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 Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – GRANTEEES  
US DEPARTMENT OF EDUCATION - GRANTEEES  
US DEPARTMENT OF AGRICULTURE - GRANTEEES

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

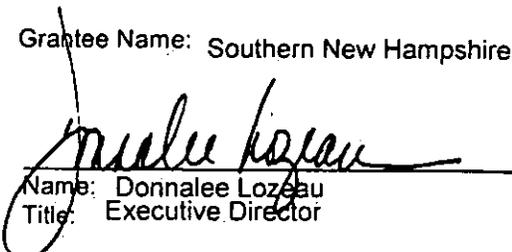
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Grantee Name: Southern New Hampshire Services

September 1-2020  
Date

  
Name: Donnalee Lozeau  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

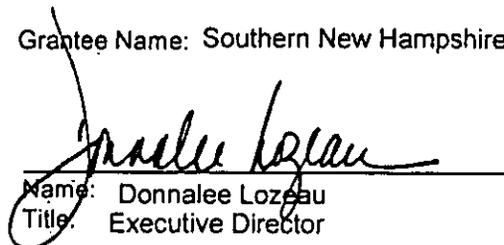
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (grant agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (grant agreement).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (grant agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (grant agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (grant agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Grantee Name: Southern New Hampshire Services

September 1, 2020  
Date

  
Name: Donnalee Lozeau  
Title: Executive Director

Grantee Initials DL  
Date Sept. 1, 2020



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Grantee will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Grantee Initials

*DC*

*Sept 1 - 2020*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this grant agreement, the Grantee agrees to comply with the provisions indicated above.

Grantee Name: Southern New Hampshire Services

September 1-2020  
Date

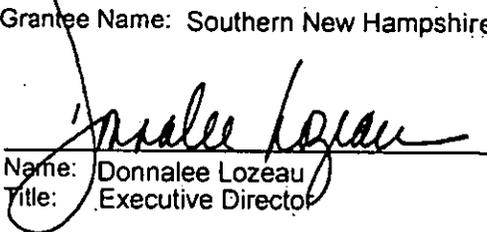
  
Name: Donnalee Lozeau  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Grantee Initials DL



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

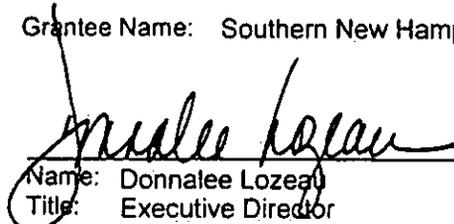
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Grantee identified in Section 1.3 of the General Provisions agrees, by signature of the Grantee's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this grant agreement, the Grantee agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Grantee Name: Southern New Hampshire Services

September 1, 2020  
Date

  
Name: Donnalee Lozano  
Title: Executive Director

Grantee Initials DL  
Date Sept 1, 2020



Exhibit I

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**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY  
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials

Date

*dc*  
*Sept 1 - 2000*



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Grantor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Grantee Name: Southern New Hampshire Services

Date Sept 1 - 2020

Name: *Donnalee Lozeau*  
Title: Donnalee Lozeau, Executive Director



**FORM A**

As the Grantee identified in Section 1:3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 088584065
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

       NO                        X   YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

       NO                        X   YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing services under this Grant Agreement - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., grantee, grantee's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Grant Agreement.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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*Sept 1, 2020*



Exhibit K

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE GRANTEE**

**A. Business Use and Disclosure of Confidential Information.**

1. The Grantee must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Grant Agreement. Further, Grantee, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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*Sept 1-2020*



Exhibit K

DHHS Information Security Requirements

2. The Grantee must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Grantee that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Grantee must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Grantee agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Grant Agreement.
5. The Grantee agrees DHHS Data obtained under this Grant Agreement may not be used for any other purposes that are not indicated in this Grant Agreement.
6. The Grantee agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Grant Agreement.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Grantee attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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*Sept 1-2020*



Exhibit K

DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Grantee will only retain the data and any derivative of the data for the duration of this Grant Agreement. After such time, the Grantee will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Grant Agreement. To this end, the parties must:

A. Retention

1. The Grantee agrees it will not store, transfer or process data collected in connection with the services rendered under this Grant Agreement outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Grantee agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for Grantee provided systems.
3. The Grantee agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Grantee agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Grantee agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-

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*Sept 1 2020*



Exhibit K

DHHS Information Security Requirements

hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Grantee agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Grantee will maintain any Confidential Information on its systems (or its sub-contractor systems), the Grantee will maintain a documented process for securely disposing of such data upon request or Grant Agreement termination; and will obtain written certification for any State of New Hampshire data destroyed by the Grantee or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Grantee will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Grantee prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Grant Agreement, Grantee agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Grant Agreement, Grantee agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Grantee agrees to safeguard the DHHS Data received under this Grant Agreement, and any derivative data or files, as follows:
  1. The Grantee will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of services under this Grant Agreement.
  2. The Grantee will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to

*DC*  
*Sept 1, 2020*



Exhibit K

DHHS Information Security Requirements

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store the data (i.e., tape, disk, paper, etc.).

3. The Grantee will maintain appropriate authentication and access controls to Grantee systems that collect, transmit, or store Department confidential information where applicable.
4. The Grantee will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for Grantee provided systems.
5. The Grantee will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Grantee will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Grantee will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Grantee, including breach notification requirements.
7. The Grantee will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Grantee and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Grantee is a Business Associate pursuant to 45 CFR 160.103, the Grantee will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Grantee will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Grantee to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Grantee engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Grantee, or the Department may request the survey be completed when the scope of the engagement between the Department and the Grantee changes.
10. The Grantee will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Grantee shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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Exhibit K

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Grantee all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Grantee must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Grantee agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Grantee agrees to maintain a documented breach notification and incident response process. The Grantee will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Grantee must restrict access to the Confidential Data obtained under this Grant Agreement to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Grant Agreement.
16. The Grantee must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Grant Agreement from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being

*DC*  
*Sept 1 - 2020*



Exhibit K

DHHS Information Security Requirements

- sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Grant Agreement and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
  - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
  - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Grantee is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Grant Agreement, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Grant Agreement.

**V. LOSS REPORTING**

The Grantee must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Grantee must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Grantee's compliance with all applicable obligations and procedures, Grantee's procedures must also address how the Grantee will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents

*bc*

*Sept 1, 2020*



Exhibit K

DHHS Information Security Requirements

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and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*DC*

*Sept 1, 2020*

# State of New Hampshire

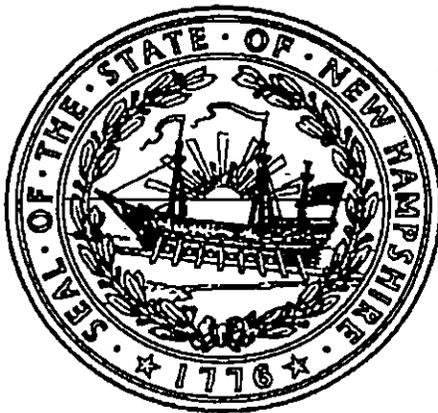
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 65506

Certificate Number: 0004913065



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of May A.D. 2020.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporate Authority)

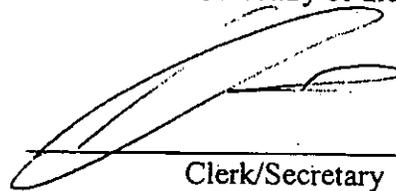
I, Orville Kerr, Clerk/Secretary of Southern New Hampshire Services, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on September 7, 2019, such authority to be in force and effect until Dec. 30, 2020 the person(s) holding the below listed position(s) to execute and deliver on behalf of the Corporation any contract or other instrument for sale of products and services:

<u>Donnalee Lozeau</u>	<u>Executive Director</u>
<u>Ryan Clouthier</u>	<u>Deputy Director</u>
<u>James Chaisson</u>	<u>Chief Fiscal Officer</u>
<u>Ron Ross</u>	<u>Housing Fiscal Officer</u>

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or/ section of authorizing by-law must be attached.

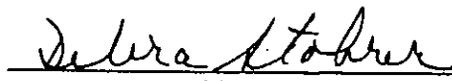
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 1<sup>st</sup> day of September, 2020.

  
\_\_\_\_\_  
Clerk/Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 1<sup>st</sup> day of September, 2020, before me, Debra Stohrer, the undersigned Officer, personally appeared, Orville Kerr who acknowledged himself to be the Clerk/Secretary of Southern New Hampshire Services, Inc., a corporation, and that he as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission expires:

DEBRA D. STOHRER  
Notary Public - New Hampshire  
My Commission Expires November 18, 2020

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**  
*The Community Action Partnership for Hillsborough and Rockingham Counties*

Mailing Address: P.O. Box 5040, Manchester, NH 03108  
40 Pine Street, Manchester, NH 03103  
(603) 668-8010 Fax: (603) 645-6734

*(Approved September 7, 2019)*

**Resolved:** The Board of Directors of Southern New Hampshire Services, Inc. authorizes Donnalee Lozeau, Executive Director/Chief Executive Officer; Ryan Clouthier, Deputy Director; James Chaisson, Fiscal Officer; and Ron Ross, Housing Fiscal Officer to sign contracts, checks and other documents on behalf of the Agency with the following:

The State of New Hampshire including the Department of Health and Human Services: Division of Family Assistance for TANF, NHEP, Workplace Success, CSBG, and Homeless Services; Division of Public Health Services for WIC/CSFP; Division for Children, Youth & Families for Child Care Resource and Referral Services; Office of Human Services/Bureau of Homeless and Housing Services for Homeless Programs; Office of Minority Health & Refugee Affairs for Refugee Social Services. The New Hampshire Office of Energy and Planning for the Weatherization Assistance Program, Heating, Repair and Replacement Program, Senior Energy Assistance Services, and the Fuel Assistance Program; the New Hampshire Department of Education for the Child & Adult Care Food Program, Summer Food Service Program, English as a Second Language, Portsmouth Adult Basic Education Program, and Adult Education/College Transitions at Portsmouth; the New Hampshire Department of Resources and Economic Development for the WIOA Adult & Dislocated Worker Programs, and OJT National Emergency Grants; the New Hampshire Department of Safety for Interpretation Services for Non-English Speakers and the Deaf and Hard of Hearing at Specified Meetings.

The U.S. Department of Health and Human Services, Administration for Children and Families for Head Start; U.S. Department of Labor/ETA for the YouthBuild Program; Office of Community Services sponsored programs; the Corporation for National and Community Services for RSVP; United States Department of Housing and Urban Development for Housing and Homeless Program.

The United Way of Greater Nashua; Heritage United Way; Monadnock United Way; United Way of the Greater Seacoast; NH Charitable Foundation for the Western Hillsborough County Family Services Program; Community Action Program Belknap/Merrimack Counties, Inc. for the Emergency Food Assistance Program, (TEFAP), the HOME Investment Partnership Program, and the Senior Community Service Employment Program; New Hampshire utility companies for Neighbor Helping Neighbor, Electric Assistance Program (EAP), and NHSaves Home Energy Solution and Home Energy Assistance Programs; City of Manchester; City of Nashua; City of Nashua-Brownfield Fund; New Hampshire Housing Finance Authority; Manchester Housing and Redevelopment Authority; Nashua Housing Authority for housing and community development programs; New Hampshire Community Action Association; and any and all other Federal, State, Local, Public and Private Agencies seeking to provide services consistent with the Mission of Southern New Hampshire Services, Inc. through contractual relationships with Southern New Hampshire Services, Inc.





# **SOUTHERN NEW HAMPSHIRE SERVICES**

*The Community Action Partnership for Hillsborough and Rockingham Counties*

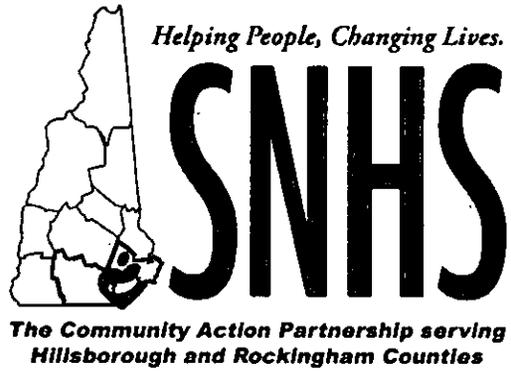
*Helping People. Changing Lives.*

## **MISSION STATEMENT**

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
  1. Secure and retain meaningful employment
  2. Attain an adequate education
  3. Make better use of available income
  4. Obtain and maintain adequate housing and a suitable living environment
  5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
  6. Remove obstacles and solve problems which block the achievement of self-sufficiency
  7. Achieve greater participation in the affairs of the community, and
  8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2019**

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SINGLE AUDIT REPORT**

**YEAR ENDED JULY 31, 2019**

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***TABLE OF CONTENTS***

	<i>Page</i>
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	3
Schedule of Expenditures of Federal Awards	6
Notes to Schedule of Expenditures of Federal Awards	9
Schedule of Findings and Questioned Costs	10
Financial Report	

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

## **Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2019, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated February 12, 2020.

### **Internal Control over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's combined financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
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Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

## **Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

### **Report on Compliance for Each Major Federal Program**

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2019. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc. and affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and affiliate's compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2019.

### **Report on Internal Control over Compliance**

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance**

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2019, and have issued our report thereon dated February 12, 2020, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
<b>FEDERAL AWARDS</b>				
<b><u>U.S. Department of Agriculture:</u></b>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
WIC Special Supplemental Nutrition Program for Women, Infants and Children	10.557	184NH703W1003	\$ -	\$ 1,228,016
	10.557	174NH703W1003		114,692
				<u>1,342,708</u>
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Commodity Supplemental Food Program	10.565	201818Y800544		100,632
	10.565	201919Y800544		8,609
				<u>109,241</u>
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			1,046,749
Summer Food Service Program for Children	10.559			126,951
				<u>1,173,700</u>
<b>Total U.S. Department of Agriculture</b>			<u>\$ -</u>	<u>\$ 2,625,649</u>
<b><u>U.S. Department of Housing and Urban Development:</u></b>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ -	\$ 520,382
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001		93,004
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			4,000
				<u>4,000</u>
<b>Total U.S. Department of Housing and Urban Development</b>			<u>\$ -</u>	<u>\$ 617,386</u>
<b>Subtotal</b>			<u>\$ -</u>	<u>\$ 3,243,035</u>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
<b>Amount Forward</b>			<b>\$ -</b>	<b>\$ 3,243,035</b>
<b><u>U.S. Department of Labor:</u></b>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<b><u>WIOA Cluster</u></b>				
WIOA Adult Program	17.258	02-6000618	\$ 142,256	\$ 1,131,666
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	135,936	1,379,303
<b>Total WIOA Cluster</b>			<b>278,192</b>	<b>2,510,969</b>
Senior Community Service Employment Program	17.235	02-6000618	34,787	247,158
WIOA Youth Activities	17.259	02-6000618		13,487
WIOA Dislocated Worker National Reserve Demonstration Grants	17.280	02-6000618		459,003
<b>Total U.S. Department of Labor</b>			<b>\$ 312,979</b>	<b>\$ 3,230,617</b>
<b><u>U.S. Department of Energy:</u></b>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Strategic Initiatives</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0007935	\$ -	\$ 529,373
<b>Total U.S. Department of Energy:</b>			<b>\$ -</b>	<b>\$ 529,373</b>
<b><u>U.S. Department of Education:</u></b>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education - Basic Grants to States	84.002	67011-ABE	\$ -	\$ 32,099
	84.002	67011-ABE		14,308
	84.002	67011-ABE		19,745
	84.002	67011-ABE		40,555
<b>Total U.S. Department of Education</b>			<b>\$ -</b>	<b>\$ 106,707</b>
<b><u>Corporation for National and Community Services:</u></b>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	17SRANH002	\$ -	\$ 115,829
<b>Total Corporation for National and Community Services</b>			<b>\$ -</b>	<b>\$ 115,829</b>
<b>Subtotal</b>			<b>\$ 312,979</b>	<b>\$ 7,225,561</b>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2019

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			\$ 312,979	\$ 7,225,561
<b><u>U.S. Department of Health and Human Services:</u></b>				
<i>Direct Program</i>				
Head Start	93.600	01CH010602-01	\$ -	\$ 6,409,350
	93.600	01HP0009-04		285,097
				<u>6,694,447</u>
<i>Pass-Through State of New Hampshire Office of Strategic Initiatives</i>				
Low-Income Home Energy Assistance	93.568	G-19B1NHLIEA		10,052,278
	93.568	G-18B1NHLIEA		875,547
	93.568	G-1901NHLIEA		135,676
				<u>11,063,501</u>
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	18AANH7355		13,957
Temporary Assistance for Needy Families	93.558	2017G996115	847,513	2,867,424
	93.558	2018G996115	69,719	284,041
			<u>917,232</u>	<u>3,151,465</u>
Community Services Block Grant	93.569	G-1901NHCOSR		1,623,853
Community Services Block Grant Discretionary Awards	93.570	G-17B1NHCOSR		50,552
<b><u>CCDF Cluster</u></b>				
Child Care and Development Block Grant	93.575	2018G996005		1,129,624
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2019G999004		1,046,584
				<u>2,176,208</u>
<i>Pass-Through University of New Hampshire</i>				
Every Student Succeeds Act/Preschool Development Grants	93.434	1H79SM061289		109
				<u>109</u>
<b>Total U.S. Department of Health and Human Services</b>			<u>\$ 917,232</u>	<u>\$ 24,774,092</u>
<b><u>U.S. Department of Homeland Security:</u></b>				
<i>Passed-through Regional United Way Agency</i>				
Emergency Food and Shelter National Board Program	97.024		\$ -	\$ 5,750
<i>Pass-Through State of New Hampshire Governor's Office Office of Strategic Initiatives</i>				
Emergency Food and Shelter National Board Program	97.024	592600-007	\$ -	\$ 11,239
				<u>11,239</u>
<b>Total U.S. Department of Homeland Security</b>			<u>\$ -</u>	<u>\$ 16,989</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u>\$ 1,230,211</u>	<u>\$ 32,016,642</u>

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

**YEAR ENDED JULY 31, 2019**

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**NOTE 1: BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

**NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

**NOTE 3: HEAD START PROGRAMS CFDA #93.600**

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2019.

**NOTE 4: INDIRECT COST RATE**

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.80% with the Department of Health and Human Services.

**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**YEAR ENDED JULY 31, 2019**

**Section I Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:  
 Material weakness(es) identified? \_\_\_\_\_ Yes \_\_\_\_\_  No

Significant deficiency(ies) identified? \_\_\_\_\_ Yes \_\_\_\_\_  None reported

Noncompliance material to financial statements noted? \_\_\_\_\_ Yes \_\_\_\_\_  No

**Federal Awards**

Internal control over major programs:  
 Material weakness(es) identified? \_\_\_\_\_ Yes \_\_\_\_\_  No

Significant deficiency(ies) identified? \_\_\_\_\_ Yes \_\_\_\_\_  None reported

Type of auditor's report issued on compliance  
 for major programs: Unmodified

Any audit findings disclosed that are required  
 to be reported in accordance with CFR Section  
 200.156(a) of the Uniform Guidance? \_\_\_\_\_ Yes \_\_\_\_\_  No

**Identification of major programs:**

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Community Services Block Grant	93.569
WIOA Dislocated Worker National Reserve Demonstration Grants	17.280
Head Start & Early Head Start	93.600
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between  
 Type A and Type B programs: \$960.500

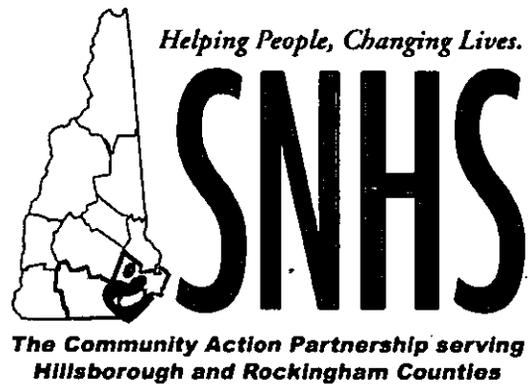
Auditee qualified as low-risk auditee? \_\_\_\_\_  Yes \_\_\_\_\_ No

**Section II Financial Statement Findings**

No matters are reportable.

**Section III Federal Award Findings and Questioned Costs**

No matters are reportable.



**SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**FOR THE YEARS ENDED JULY 31, 2019 AND 2018**

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2019 AND 2018

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*C O N T E N T S*

	<b>PAGE</b>
<b>INDEPENDENT AUDITOR'S REPORT</b>	<b>1 - 2</b>
<b>FINANCIAL STATEMENTS</b>	
<i>Combined Statements of Financial Position</i>	<i>3</i>
<i>Combined Statements of Activities</i>	<i>4</i>
<i>Combined Statements of Functional Expenses</i>	<i>5 - 8</i>
<i>Combined Statements of Cash Flows</i>	<i>9 - 10</i>
<i>Notes to Combined Financial Statements</i>	<i>11 - 22</i>
<b>INDEPENDENT AUDITOR'S REPORT SUPPLEMENTARY INFORMATION</b>	<b>23</b>
<b>COMBINING INFORMATION:</b>	
<i>Schedule A - Combining Schedule of Financial Position</i>	<i>24</i>
<i>Schedule B - Combining Schedule of Activities</i>	<i>25</i>
<b>SUPPLEMENTARY INFORMATION REQUIRED BY THE STATE OF NEW HAMPSHIRE GOVERNOR'S OFFICE OF STRATEGIC INITIATIVES:</b>	
<i>Schedule of Revenues and Expenses - By Contract</i>	<i>26 - 30</i>
<b>SUPPLEMENTARY INFORMATION REQUIRED BY THE NEW HAMPSHIRE HOUSING FINANCE AUTHORITY</b>	
<i>Whispering Pines II</i>	<i>31 - 37</i>
<i>J.B. Milette Manor</i>	<i>38 - 43</i>
<i>Sherburne Woods</i>	<i>44 - 50</i>

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

### **Report on the Financial Statements**

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2019 and 2018, and the related combined statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the combined financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

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

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

## ***Opinion***

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2020, on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

***Ouellette & Associates, P.A.***  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<i>ASSETS</i>		
	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 6,986,538	\$ 5,699,842
Investments	8,405,690	9,085,663
Contracts receivable	3,488,413	4,165,520
Accounts receivable	821,565	836,174
Prepaid expenses	95,197	90,163
Under applied overhead	-	67,750
Total current assets	<u>19,797,403</u>	<u>19,945,112</u>
<b>FIXED ASSETS</b>		
Land	2,697,868	2,571,794
Buildings and improvements	12,530,561	11,610,610
Vehicles and equipment	1,415,271	1,278,185
Total fixed assets	<u>16,643,700</u>	<u>15,460,589</u>
Less - accumulated depreciation	<u>5,237,138</u>	<u>4,964,258</u>
Net fixed assets	<u>11,406,562</u>	<u>10,496,331</u>
<b>OTHER ASSETS</b>		
Restricted cash	<u>411,580</u>	<u>402,738</u>
<b>TOTAL ASSETS</b>	<u>\$ 31,615,545</u>	<u>\$ 30,844,181</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 109,413	\$ 122,582
Accounts payable	657,676	458,388
Accrued payroll and payroll taxes	1,045,805	1,102,712
Accrued compensated absences	359,819	345,967
Accrued other liabilities	227,703	238,012
Refundable advances	1,028,743	1,309,098
Over applied overhead	27,739	-
Tenant security deposits	84,231	81,801
Total current liabilities	<u>3,541,129</u>	<u>3,658,560</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	<u>3,036,025</u>	<u>3,134,219</u>
<b>TOTAL LIABILITIES</b>	<u>6,577,154</u>	<u>6,792,779</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>25,038,391</u>	<u>24,051,402</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 31,615,545</u>	<u>\$ 30,844,181</u>

See independent auditor's report and accompanying notes to the financial statements.

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>		
Grant and contract revenue	\$ 37,464,614	\$ 36,935,915
Program service fees	907,560	790,570
Local funding	242,894	318,992
Rental income	1,191,372	994,930
Gifts and contributions	208,728	638,712
Interest and dividend income	314,554	271,590
Unrealized gain on investments	12,233	441,314
Miscellaneous	720,124	640,735
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<u>41,062,079</u>	<u>41,032,758</u>
<b>EXPENSES</b>		
Program services:		
Child development	8,589,865	8,424,337
Community services	1,530,674	1,449,210
Economic and workforce development	6,984,684	7,756,926
Energy	13,414,281	12,777,365
Language and literacy	436,073	370,697
Housing and homeless	263,240	238,541
Nutrition and health	2,527,495	2,486,119
Special projects	1,768,326	1,797,358
Volunteer services	125,050	114,704
SNHS Management Corporation	2,396,939	2,017,381
Total program services	<u>38,036,627</u>	<u>37,432,638</u>
Support services:		
Management and general	2,038,463	1,770,202
<b>TOTAL EXPENSES</b>	<u>40,075,090</u>	<u>39,202,840</u>
<b>CHANGE IN NET ASSETS</b>	986,989	1,829,918
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>24,051,402</u>	<u>22,221,484</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 25,038,391</u>	<u>\$ 24,051,402</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2019

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 5,063,755	\$ 958,969	\$ 2,792,330	\$ 1,519,961	\$ 294,501	\$ 104,911	\$ 1,000,035
Payroll taxes	406,991	74,606	220,133	124,867	24,800	8,511	80,427
Fringe benefits	1,350,633	134,639	492,014	389,808	26,683	22,106	222,241
Workers comp. insurance	102,429	8,625	6,948	17,712	736	262	30,682
Retirement benefits	273,637	89,527	182,279	89,727	7,851	6,689	62,967
Consultant and contractual	37,142	70,228	1,595,405	1,770,887	6,505	654	20,695
Travel and transportation	118,863	19,729	78,856	37,134	992	4,110	47,713
Conferences and meetings	-	10,976	-	7,537	225	-	3,471
Occupancy	524,894	58,004	456,078	125,814	28,957	1,020	78,801
Advertising	13,742	25	8,610	1,117	218	-	399
Supplies	243,037	19,254	38,322	57,531	9,422	192	47,201
Equip. rentals and maintenance	12,341	57	13,689	18,308	1,816	-	29,650
Insurance	19,509	24,941	4,905	20,099	-	-	6,966
Telephone	85,487	12,661	27,046	20,468	2,547	385	41,963
Postage	5,522	7	553	30,214	568	58	3,189
Printing and publications	5,268	630	-	-	1,281	-	-
Subscriptions	-	-	446	456	-	-	-
Program support	-	38,256	-	35,312	6,121	-	-
Interest	12,995	-	-	-	-	-	-
Depreciation	64,865	5,920	24,379	10,070	1,045	-	9,920
Assistance to clients	7,800	-	1,066,041	9,156,531	-	114,335	547,988
Other expense	251,015	34,650	19,523	7,118	-	-	299,023
Miscellaneous	35,436	736	1,323	1,813	21,805	7	2,024
In-kind	2,248,292	-	-	-	-	-	-
(Gain) Loss on disposal of assets	-	-	-	125	-	-	-
<b>SUBTOTAL</b>	<b>10,883,653</b>	<b>1,562,440</b>	<b>7,028,880</b>	<b>13,442,609</b>	<b>436,073</b>	<b>263,240</b>	<b>2,535,355</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,293,788)	(31,766)	(44,196)	(28,328)	-	-	(7,860)
<b>TOTAL EXPENSES</b>	<b>\$ 8,589,865</b>	<b>\$ 1,530,674</b>	<b>\$ 6,984,684</b>	<b>\$ 13,414,281</b>	<b>\$ 436,073</b>	<b>\$ 263,240</b>	<b>\$ 2,527,495</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2019

	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
<b>EXPENSES</b>						
Payroll	\$ 74,200	\$ 73,480	\$ 492,484	\$ 12,374,626	\$ 1,313,585	\$ 13,688,211
Payroll taxes	6,191	6,004	33,947	986,477	99,061	1,085,538
Fringe benefits	11,699	11,872	209,681	2,871,376	181,973	3,053,349
Workers comp. insurance	2,644	184	10,549	180,771	4,483	185,254
Retirement benefits	2,834	2,369	33,859	751,739	110,189	861,928
Consultant and contractual	1,579,582	478	154,356	5,235,932	90,851	5,326,783
Travel and transportation	4,649	6,554	58,681	377,281	14,194	391,475
Conferences and meetings	3,727	220	16,307	42,463	1,675	44,138
Occupancy	18,040	-	600,154	1,891,762	32,663	1,924,425
Advertising	460	2,444	1,050	28,065	75	28,140
Supplies	3,624	6,599	17,685	442,867	40,709	483,576
Equip. rentals and maintenance	4,167	177	21,671	101,876	768	102,644
Insurance	2,007	1,206	40,184	119,817	19,901	139,718
Telephone	2,253	1,453	19,545	213,808	2,167	215,975
Postage	42	535	1,505	42,193	15,912	58,105
Printing and publications	-	175	-	7,354	-	7,354
Subscriptions	-	900	130	1,932	360	2,292
Program support	4,077	-	43,787	127,553	-	127,553
Interest	-	-	59,264	72,259	-	72,259
Depreciation	35,345	-	347,894	499,438	536	499,974
Assistance to clients	1,492	-	88,251	10,982,438	-	10,982,438
Other expense	11,056	1,550	21,821	645,756	13,055	658,811
Miscellaneous	237	8,850	120,753	192,984	1,283	194,267
In-kind	-	-	-	2,248,292	-	2,248,292
(Gain) Loss on disposal of assets	-	-	3,381	3,506	-	3,506
<b>SUBTOTAL</b>	<b>1,768,326</b>	<b>125,050</b>	<b>2,396,939</b>	<b>40,442,565</b>	<b>1,943,440</b>	<b>42,386,005</b>
Over applied indirect costs	-	-	-	-	95,023	95,023
Eliminations	-	-	-	(2,405,938)	-	(2,405,938)
<b>TOTAL EXPENSES</b>	<b>\$ 1,768,326</b>	<b>\$ 125,050</b>	<b>\$ 2,396,939</b>	<b>\$ 38,036,627</b>	<b>\$ 2,038,463</b>	<b>\$ 40,075,090</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JULY 31, 2018

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
<b>EXPENSES</b>							
Payroll	\$ 4,957,052	\$ 954,145	\$ 2,665,005	\$ 1,604,803	\$ 260,923	\$ 108,074	\$ 996,641
Payroll taxes	408,351	75,089	211,297	134,215	22,698	8,701	82,048
Fringe benefits	1,165,602	126,449	394,224	368,400	12,404	16,013	205,632
Workers comp. insurance	103,257	9,387	6,542	16,946	651	271	32,119
Retirement benefits	262,948	84,961	173,276	83,274	6,498	6,622	56,860
Consultant and contractual	40,049	26,382	1,534,030	1,575,384	6,614	459	22,816
Travel and transportation	117,346	35,209	64,613	41,310	812	5,490	50,659
Conferences and meetings	-	5,071	-	7,585	65	-	4,786
Occupancy	509,137	57,628	738,328	135,204	24,229	1,020	76,845
Advertising	9,803	-	8,489	1,442	25	-	150
Supplies	374,662	20,349	32,178	65,002	11,743	239	57,054
Equip. rentals and maintenance	21,468	82	39,839	19,776	934	-	23,648
Insurance	19,453	25,393	6,933	19,828	-	-	6,565
Telephone	67,962	22,505	46,995	19,322	2,398	420	44,357
Postage	3,837	201	1,481	34,823	350	82	3,683
Printing and publications	4,679	673	-	304	1,511	275	224
Subscriptions	-	635	-	-	-	-	-
Program support	-	16,178	-	29,907	8,176	-	-
Interest	11,962	-	-	-	-	-	-
Depreciation	54,064	5,920	7,900	13,280	1,144	-	1,468
Assistance to clients	7,800	-	1,826,232	8,613,799	-	90,875	528,940
Other expense	246,533	10,013	32,666	18,899	-	-	294,475
Miscellaneous	83,868	446	11,094	2,190	9,522	-	5,009
In-kind	2,269,028	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
<b>SUBTOTAL</b>	<b>10,738,861</b>	<b>1,476,716</b>	<b>7,801,122</b>	<b>12,805,693</b>	<b>370,697</b>	<b>238,541</b>	<b>2,493,979</b>
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,314,524)	(27,506)	(44,196)	(28,328)	-	-	(7,860)
<b>TOTAL EXPENSES</b>	<b>\$ 8,424,337</b>	<b>\$ 1,449,210</b>	<b>\$ 7,756,926</b>	<b>\$ 12,777,365</b>	<b>\$ 370,697</b>	<b>\$ 238,541</b>	<b>\$ 2,486,119</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)  
 FOR THE YEAR ENDED JULY 31, 2018

	Program Services			Total Program Services	Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation		Management and General	
<b>EXPENSES</b>						
Payroll	\$ 63,372	\$ 75,363	\$ 422,932	\$12,108,310	\$ 1,258,069	\$13,366,379
Payroll taxes	5,433	6,159	42,979	996,970	96,197	1,093,167
Fringe benefits	1,447	13,772	137,202	2,441,145	154,995	2,596,140
Workers comp. insurance	2,427	188	8,844	180,632	4,341	184,973
Retirement benefits	2,305	3,179	44,515	724,438	113,858	838,296
Consultant and contractual	1,630,101	448	171,365	5,007,648	70,685	5,078,333
Travel and transportation	2,655	1,698	55,755	375,547	10,124	385,671
Conferences and meetings	3,706	-	26,557	47,770	770	48,540
Occupancy	13,874	-	470,606	2,026,871	25,489	2,052,360
Advertising	75	25	83	20,092	125	20,217
Supplies	3,181	2,557	9,617	576,582	58,000	634,582
Equip. rentals and maintenance	(23)	79	8,837	114,640	878	115,518
Insurance	1,353	1,226	34,976	115,727	13,745	129,472
Telephone	2,854	1,332	14,613	222,758	3,890	226,648
Postage	-	271	940	45,668	17,288	62,956
Printing and publications	-	38	-	7,704	913	8,617
Subscriptions	-	1,000	551	2,186	-	2,186
Program support	22,782	-	101,335	178,378	-	178,378
Interest	-	-	43,543	55,505	-	55,505
Depreciation	25,062	-	317,695	426,533	536	427,069
Assistance to clients	19,869	-	26,984	11,114,499	-	11,114,499
Other expense	867	2,767	3,836	610,056	6,398	616,454
Miscellaneous	188	4,602	71,187	188,106	1,651	189,757
In-kind	-	-	-	2,269,028	-	2,269,028
Loss on disposal of assets	(4,170)	-	2,429	(1,741)	-	(1,741)
<b>SUBTOTAL</b>	<b>1,797,358</b>	<b>114,704</b>	<b>2,017,381</b>	<b>39,855,052</b>	<b>1,837,952</b>	<b>41,693,004</b>
Over applied indirect costs	-	-	-	-	(67,750)	(67,750)
Eliminations	-	-	-	(2,422,414)	-	(2,422,414)
<b>TOTAL EXPENSES</b>	<b>\$ 1,797,358</b>	<b>\$ 114,704</b>	<b>\$ 2,017,381</b>	<b>\$37,432,638</b>	<b>\$ 1,770,202</b>	<b>\$39,202,840</b>

See independent auditor's report and accompanying notes to the financial statements.

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	<u>\$ 986,989</u>	<u>\$ 1,829,918</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	499,974	427,069
(Gain) loss on disposal of assets	3,506	(1,741)
Donation of low-income housing projects	-	(283,644)
Unrealized gain on investments	(12,233)	(441,314)
(Increase) decrease in operating assets:		
Contracts receivable	677,107	(374,696)
Accounts receivable	14,609	(245,068)
Prepaid expenses	(5,034)	(11,575)
Under applied overhead	67,750	46,174
Increase (decrease) in operating liabilities:		
Accounts payable	199,288	(38,707)
Accrued payroll and payroll taxes	(56,907)	(227,656)
Accrued compensated absences	13,852	19,686
Accrued other liabilities	(10,309)	(231,349)
Refundable advances	(280,355)	171,410
Over applied overhead	27,739	-
Tenant security deposits	2,430	(3,501)
Total adjustments	<u>1,141,417</u>	<u>(1,194,912)</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2,128,406</u>	<u>635,006</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(1,430,211)	(511,155)
Proceeds from sale of fixed assets	16,500	4,170
Purchase of investments, reinvested dividends, and capital gains	(307,794)	(269,044)
Proceeds from sale of investments	1,000,000	-
Deposit to restricted cash accounts	(8,842)	(191,550)
Cash received on acquisition of housing project	-	256,536
<b>NET CASH FLOWS FROM INVESTING ACTIVITIES</b>	<u>(730,347)</u>	<u>(711,043)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on long-term debt	<u>(111,363)</u>	<u>(113,517)</u>
<b>CHANGE IN CASH AND CASH EQUIVALENTS</b>	1,286,696	(189,554)
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>5,699,842</u>	<u>5,889,396</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 6,986,538</u>	<u>\$ 5,699,842</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)  
 FOR THE YEARS ENDED JULY 31, 2019 AND 2018

**SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION**

	<i>2019</i>	<i>2018</i>
Cash paid during the year for interest	<b>\$ 72,259</b>	<b>\$ 55,505</b>
Noncash investing and financing activities:		
Acquisition of low-income housing projects:		
Other current assets	\$ -	\$ 3,677
Property and equipment	-	1,106,200
Other liabilities	-	(164,006)
Notes payable	-	(918,763)
Equity acquired	-	(283,644)
	-	(256,536)
Cash received on acquisition	-	256,536
	<b>\$ -</b>	<b>\$ -</b>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Nature of the Organization**

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

**Basis of Accounting and Presentation**

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting, and accordingly reflect all significant receivables, payables, and other liabilities. The financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Under ASU 2016-14, net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

*Net Assets without Donor Restrictions* - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

*Net Assets with Donor Restrictions* - Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be fulfilled and removed by actions of the Organization pursuant to those stipulations or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

The Organization has no net assets with donor restrictions at July 31, 2019 and 2018.

**Combined Financial Statements**

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

**Use of Estimates**

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Cash and Cash Equivalents**

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

**Current Vulnerabilities Due to Certain Concentrations**

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2019 or 2018.

**Accounts and Contracts Receivable**

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2019 and 2018.

**Revenue Recognition**

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Refundable advances result from unexpended balances from these exchange transactions. Federal and state grant revenue comprised approximately 91% and 90% of total revenue in the fiscal years ended July 31, 2019 and 2018, respectively.

**Contributions and In-Kind Donations**

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2019 and 2018 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

**Fixed Assets**

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2019 and 2018 was \$499,974 and \$427,069, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

**Advertising**

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

**Functional Allocation of Expenses**

The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been sub-classified as follows:

*Management and General* - includes all activities related to the Organization's internal management.

**Subsequent Events**

Management has made an evaluation of subsequent events through February 12, 2020, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

**Recently Adopted Accounting Pronouncements**

In August 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 requires significant changes to the financial reporting model of organizations who follow the not-for-profit reporting model. The changes include reducing the classes of net assets from three to two – net assets with donor restrictions and net assets without donor restrictions. The ASU will also require changes in the way certain information is aggregated and reported by the Organization, including required disclosures about liquidity and availability of resources.

The new standard is effective for the Organization's year ending July 31, 2019 and thereafter and must be applied on a retrospective basis. The Organization adopted the ASU effective August 1, 2018. Adoption of the ASU did not result in any reclassifications or restatements of net assets or changes in net assets.

**Recent Accounting Pronouncements**

*Revenue Recognition*

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*, to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance is effective for the Organization's year ending July 31, 2020. Management is currently evaluating the impact of adoption on the Organization's financial statements.

*Leases*

In February 2016, the FASB released ASU 2016-02, *Leases* (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for the Organization's year ended July 30, 2022. Management is currently evaluating the impact of adoption on the Organization's financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2019 and 2018.

*Mutual Funds:* Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2019 and 2018:

	<u>2019</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,405,690</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$8,405,690</u>

	<u>2018</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$9,085,663</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$9,085,663</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2019</u>			<u>2018</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$8,313,068</u>	<u>\$8,405,690</u>	<u>\$ 92,622</u>	<u>\$9,005,274</u>	<u>\$9,085,663</u>	<u>\$ 80,389</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2019</u>	<u>2018</u>
Fair Value - Beginning of Year	<u>\$9,085,663</u>	<u>\$8,375,305</u>
Dividends and Capital Gains	<u>307,794</u>	<u>269,044</u>
Sale of Investments	<u>(1,000,000)</u>	<u>-</u>
Unrealized Gains	<u>12,233</u>	<u>441,314</u>
Fair Value - End of Year	<u>\$8,405,690</u>	<u>\$9,085,663</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

NOTE 5: AVAILABILITY AND LIQUIDITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31, 2019:

Cash and Cash Equivalents	\$ 6,986,538
Investments	8,405,690
Contracts Receivable	3,488,413
Accounts Receivable	<u>821,565</u>
Total financial assets available within one year	<u>19,702,206</u>
 Total financial assets available within one year	 <u>\$19,702,206</u>

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

NOTE 6: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2019</u>	<u>2018</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	\$ 11,275	\$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.984% and 4.000% at July 31, 2019 and 2018.	<u>238,669</u>	<u>260,669</u>
<u>Subtotal</u>	<u>\$ 249,944</u>	<u>\$ 271,944</u>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2019</u>	<u>2018</u>
<u>Subtotal Carried Forward</u>	<u>\$ 249,944</u>	<u>\$ 271,944</u>
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	200,514	206,400
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	-	15,661
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 4.980% and 4.832% at July 31, 2019 and 2018.	57,487	88,844
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	<u>396,455</u>	<u>418,612</u>
<u>Subtotal</u>	<u>\$2,244,400</u>	<u>\$2,341,461</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

NOTE 6: LONG-TERM DEBT (Continued)

	<u>2019</u>	<u>2018</u>
<u>Subtotal Carried Forward</u>	<u>\$2,244,400</u>	<u>\$2,341,461</u>
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of \$3,327 including interest through 2033. Interest is at 7.000%.	358,114	372,416
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	392,924	392,924
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	<u>150,000</u>	<u>150,000</u>
	<u>3,145,438</u>	<u>3,256,801</u>
Less: Current Portion	<u>109,413</u>	<u>122,582</u>
Long-term debt, net of current portion	<u>\$3,036,025</u>	<u>\$3,134,219</u>

Principal maturities of long-term debt are as follows:

2020	\$ 109,413
2021	290,223
2022	50,228
2023	53,206
2024	56,366
Thereafter	<u>2,586,002</u>
Total	<u>\$3,145,438</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2019 and 2018 equaled \$686,840 and \$708,379, respectively. The leases expire at various times through October 2020. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2019:

2020	\$ 319,979
2021	<u>33,189</u>
Total	<u>\$ 353,168</u>

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2019 and 2018 was \$861,928 and \$838,296, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

**Cotton Mill Square (Continued)**

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2019 and 2018. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at \$720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original agreement's terms. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

**J. Brown Homestead Property**

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2019 and 2018 is \$30,221 and \$60,442, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2019 AND 2018

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NOTE 11: ACQUISITIONS OF LOW-INCOME HOUSING PROJECTS

During 2017, SNHS Management Corporation acquired SNHS Deerfield Elderly Housing Limited Partnership (Sherburne Woods), located in Deerfield, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for the project at fair market value. The acquisition and allocation of the project was as follows:

Cash	\$ 256,536
Other Current Assets	3,677
Property and Equipment	1,106,200
Current Liabilities	(164,006)
Notes Payable	(918,763)
Equity Acquired (Contribution)	<u>(283,644)</u>
	<u>\$ _____</u>

# OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.  
Michael R. Dunn, C.P.A.  
Jonathan A. Hussey, C.P.A., M.S.T.  
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.  
Gary A. Wigant, C.P.A.  
C. Joseph Wolverton, Jr., C.P.A.

## *INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION*

To the Board of Directors of  
Southern New Hampshire Services, Inc. and Affiliate  
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2019 and 2018, and our report thereon dated February 12, 2020, which expressed an unmodified opinion on those combined financial statements, appears on page I. Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 24-25), the schedules of revenues and expenses - by contract (pages 26-30), required by the State of New Hampshire Governor's Office of Strategic Initiatives, and the required schedules and financial information for Whispering Pines II, J.B. Milette Manor, and Sherburne Woods (pages 31-50), required by the New Hampshire Housing Finance Authority are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

*Ouellette & Associates, P.A.*  
Certified Public Accountants

February 12, 2020  
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINING SCHEDULE OF FINANCIAL POSITION  
 JULY 31, 2019

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash	\$ 138,227	\$ 6,848,311	\$ 6,986,538	\$ -	\$ 6,986,538
Investments	-	8,405,690	8,405,690	-	8,405,690
Contracts receivable	3,485,878	2,535	3,488,413	-	3,488,413
Accounts receivable	-	821,565	821,565	-	821,565
Prepaid expenses	49,279	45,918	95,197	-	95,197
Due from other corporations	3,576,334	(187,656)	3,388,678	(3,388,678)	-
Total current assets	<u>7,249,718</u>	<u>15,936,363</u>	<u>23,186,081</u>	<u>(3,388,678)</u>	<u>19,797,403</u>
<b>FIXED ASSETS</b>					
Land	266,860	2,431,008	2,697,868	-	2,697,868
Buildings and improvements	1,724,046	10,806,515	12,530,561	-	12,530,561
Vehicles and equipment	1,091,613	323,658	1,415,271	-	1,415,271
Total fixed assets	<u>3,082,519</u>	<u>13,561,181</u>	<u>16,643,700</u>	<u>-</u>	<u>16,643,700</u>
Less - accumulated depreciation	1,371,135	3,866,003	5,237,138	-	5,237,138
Net fixed assets	<u>1,711,384</u>	<u>9,695,178</u>	<u>11,406,562</u>	<u>-</u>	<u>11,406,562</u>
<b>OTHER ASSETS</b>					
Restricted cash	27,603	383,977	411,580	-	411,580
<b>TOTAL ASSETS</b>	<u>\$ 8,988,705</u>	<u>\$ 26,015,518</u>	<u>\$ 35,004,223</u>	<u>\$ (3,388,678)</u>	<u>\$ 31,615,545</u>
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Current portion of long-term debt	\$ 33,275	\$ 76,138	\$ 109,413	\$ -	\$ 109,413
Accounts payable	556,554	101,122	657,676	-	657,676
Accrued payroll and payroll taxes	160,191	885,614	1,045,805	-	1,045,805
Accrued compensated absences	-	359,819	359,819	-	359,819
Accrued other liabilities	134,613	93,090	227,703	-	227,703
Refundable advances	908,744	119,999	1,028,743	-	1,028,743
Over applied overhead	27,739	-	27,739	-	27,739
Tenant security deposits	26,941	57,290	84,231	-	84,231
Due to other corporations	2,277,364	1,111,314	3,388,678	(3,388,678)	-
Total current liabilities	<u>4,125,421</u>	<u>2,804,386</u>	<u>6,929,807</u>	<u>(3,388,678)</u>	<u>3,541,129</u>
<b>LONG-TERM LIABILITIES</b>					
Long-term debt, less current portion	216,669	2,819,356	3,036,025	-	3,036,025
<b>TOTAL LIABILITIES</b>	<u>4,342,090</u>	<u>5,623,742</u>	<u>9,965,832</u>	<u>(3,388,678)</u>	<u>6,577,154</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>4,646,615</u>	<u>20,391,776</u>	<u>25,038,391</u>	<u>-</u>	<u>25,038,391</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 8,988,705</u>	<u>\$ 26,015,518</u>	<u>\$ 35,004,223</u>	<u>\$ (3,388,678)</u>	<u>\$ 31,615,545</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE  
 COMBINING SCHEDULE OF ACTIVITIES  
 FOR THE YEAR ENDED JULY 31, 2019

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>					
Grant/contract revenue	\$ 37,485,052	\$ -	\$ 37,485,052	\$ (20,438)	\$ 37,464,614
Program service fees	55,802	851,758	907,560	-	907,560
Local funding	-	242,894	242,894	-	242,894
Rental income	-	1,191,372	1,191,372	-	1,191,372
Gifts and contributions	192,066	16,662	208,728	-	208,728
Interest Income	169	314,385	314,554	-	314,554
Unrealized gain on investments	-	12,233	12,233	-	12,233
In-kind	2,248,292	-	2,248,292	(2,248,292)	-
Miscellaneous	561,114	296,218	857,332	(137,208)	720,124
<b>TOTAL REVENUES, GAINS AND OTHER SUPPORT</b>	<b>40,542,495</b>	<b>2,925,522</b>	<b>43,468,017</b>	<b>(2,405,938)</b>	<b>41,062,079</b>
<b>EXPENSES</b>					
Program services:					
Child Development	10,883,653	-	10,883,653	(2,293,788)	8,589,865
Community Services	1,562,440	-	1,562,440	(31,766)	1,530,674
Economic and Workforce Dev.	7,028,880	-	7,028,880	(44,196)	6,984,684
Energy	13,442,609	-	13,442,609	(28,328)	13,414,281
Language and Literacy	436,073	-	436,073	-	436,073
Housing and Homeless	263,240	-	263,240	-	263,240
Nutrition and Health	2,535,355	-	2,535,355	(7,860)	2,527,495
Special Projects	1,768,326	-	1,768,326	-	1,768,326
Volunteer Services	125,050	-	125,050	-	125,050
SNHS Management Corporation	-	2,396,939	2,396,939	-	2,396,939
Total program services	38,045,626	2,396,939	40,442,565	(2,405,938)	38,036,627
Support services:					
Management and general	2,038,463	-	2,038,463	-	2,038,463
<b>TOTAL EXPENSES</b>	<b>40,084,089</b>	<b>2,396,939</b>	<b>42,481,028</b>	<b>(2,405,938)</b>	<b>40,075,090</b>
<b>CHANGE IN NET ASSETS</b>	<b>458,406</b>	<b>528,583</b>	<b>986,989</b>	<b>-</b>	<b>986,989</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>4,188,209</b>	<b>19,863,193</b>	<b>24,051,402</b>	<b>-</b>	<b>24,051,402</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 4,646,615</b>	<b>\$ 20,391,776</b>	<b>\$ 25,038,391</b>	<b>\$ -</b>	<b>\$ 25,038,391</b>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

Headstart Program

For the Period

August 1, 2018 to July 31, 2019

Fund # 305

**REVENUES**

Program funding	\$ 5,039,103
In-kind	1,814,481
Allocated corporate unrestricted revenue	6,836
Total revenue	<u>6,860,420</u>

**EXPENSES**

Payroll	2,697,294
Payroll taxes	218,305
Fringe benefits	780,937
Workers comp. insurance	60,479
Retirement benefits	153,904
Consultant and contractual	17,613
Travel and transportation	60,852
Occupancy	287,314
Advertising	2,526
Supplies	152,726
Equip. rentals and maintenance	3,510
Insurance	14,273
Telephone	33,563
Postage	1,974
Printing and publications	4,732
Depreciation	12,114
Assistance to clients	7,800
Other expense	75,688
Miscellaneous	11,663
In-kind	1,814,481
Administrative costs	448,672
Total expenses	<u>6,860,420</u>

Excess of expenses over revenue	<u>\$ -</u>
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## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

LIHEAP Program

For the Period

October 1, 2018 to July 31, 2019

Fund # 630-18

**REVENUES**

Program funding	\$ 9,747,059
Other revenue	32,647
Allocated corporate unrestricted revenue	2,351
Total revenue	<u>9,782,057</u>

**EXPENSES**

Payroll	373,879
Payroll taxes	30,932
Fringe benefits	124,779
Workers comp. insurance	1,142
Retirement benefits	20,174
Consultant and contractual	19,965
Travel and transportation	6,194
Conference and meetings	333
Occupancy	44,865
Advertising	213
Supplies	20,929
Equip. rentals and maintenance	2,026
Insurance	982
Telephone	8,025
Postage	17,592
Subscriptions	228
Program support	28,048
Depreciation	5,158
Assistance to clients	9,010,973
Other expense	344
Miscellaneous	830
Administrative costs	64,446
Total expenses	<u>9,782,057</u>
Excess of expenses over revenue	<u>\$ -</u>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

LIHEAP Program

For the Period

August 1, 2018 to September 30, 2018

Fund # 630-17

**REVENUES**

Program funding	\$ 160,224
Total revenue	<u>160,224</u>

**EXPENSES**

Payroll	77,917
Payroll taxes	6,149
Fringe benefits	21,229
Workers comp. insurance	241
Retirement benefits	3,615
Consultant and contractual	5,940
Travel and transportation	1,465
Occupancy	10,321
Supplies	4,820
Equip. rentals and maintenance	651
Insurance	711
Telephone	1,467
Postage	786
Program support	6,779
Assistance to clients	3,254
Other expense	1,495
Miscellaneous	257
Administrative costs	13,127
Total expenses	<u>160,224</u>
Excess of expenses over revenue	<u>\$ -</u>

## SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

## SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

State of NH Governor's Office of Strategic Initiatives

Early Headstart Program

For the Period

August 1, 2018 to July 31, 2019

Fund # 300

**REVENUES**

Program funding	\$ 1,370,247
In-kind	342,470
Allocated corporate unrestricted revenue	3,013
Total revenue	<u>1,715,730</u>

**EXPENSES**

Payroll	716,548
Payroll taxes	57,878
Fringe benefits	168,507
Workers comp. insurance	15,925
Retirement benefits	29,603
Consultant and contractual	3,392
Travel and transportation	7,089
Occupancy	112,627
Advertising	876
Supplies	42,113
Equip. rentals and maintenance	1,106
Insurance	2,465
Telephone	22,665
Postage	55
Printing and publications	536
Interest	12,995
Depreciation	25,036
Other expense	30,647
Miscellaneous	2,770
In-kind	342,470
Administrative costs	120,427
Total expenses	<u>1,715,730</u>
Excess of expenses over revenue	<u>\$ -</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2019

Electric Energy Assistance

For the Period

August 1, 2018 to July 31, 2019

Fund # 665

**REVENUES**

Other revenue	\$ 716,563
Allocated corporate unrestricted revenue	37,230
Total revenue	<u>753,793</u>

**EXPENSES**

Payroll	399,246
Payroll taxes	32,852
Fringe benefits	102,830
Workers comp. insurance	1,315
Retirement benefits	17,554
Consultant and contractual	24,257
Travel and transportation	4,788
Conference and meetings	333
Occupancy	54,763
Advertising	138
Supplies	23,231
Equip. rentals and maintenance	2,677
Insurance	1,606
Telephone	9,558
Postage	11,355
Subscriptions	228
Depreciation	600
Other expense	344
Miscellaneous	466
Administrative costs	65,652
Total expenses	<u>753,793</u>

Excess of expenses over revenue	<u>\$ -</u>
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WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<b>ASSETS</b>		
	<i>2019</i>	<i>2018</i>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 18,732	28,635
Tenant Accounts Receivable	-	509
Prepaid Expenses	6,035	6,035
Total Current Assets	24,767	35,179
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	13,294	12,708
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	30,028	36,414
Operating Reserve	78,399	76,953
Tax Escrow	23,456	7,270
Insurance Escrow	4,858	4,758
Total Restricted Deposits and Funded Reserves	136,741	125,395
<b>RENTAL PROPERTY</b>		
Land	166,600	166,600
Building and Building Improvements	580,758	569,400
Total Rental Property	747,358	736,000
Less Accumulated Depreciation	43,447	28,068
Net Rental Property	703,911	707,932
<b>TOTAL ASSETS</b>	<b>\$ 878,713</b>	<b>\$ 881,214</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Portion of Mortgage Loan Payable	\$ 6,096	\$ 5,886
Accounts Payable	1,734	2,729
Accrued Expenses	944	62
Total Current Liabilities	8,774	8,677
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	13,294	12,708
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	32,103	15,947
Mortgage Loan Payable, Net of Current Portion	194,418	200,514
Total Long-Term Liabilities	226,521	216,461
Total Liabilities	248,589	237,846
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<b>630,124</b>	<b>643,368</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 878,713</b>	<b>\$ 881,214</b>

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	2019	2018
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 172,681	\$ 172,715
Laundry Income	2,235	2,215
Other Income	1,470	7,555
Interest Income - Unrestricted	15	30
Interest Income - Restricted	2,490	1,296
Total Income	178,891	183,811
<i>Expenses (See Schedule)</i>		
Administrative	50,777	21,821
Utilities	43,570	33,879
Maintenance	41,670	63,734
Depreciation	15,380	14,316
Interest - NHHFA Mortgage Note	7,130	7,332
General Expenses	33,608	33,966
Total Expenses	192,135	175,048
 <b>CHANGE IN NET ASSETS</b>	 (13,244)	 8,763
 <b>NET ASSETS - BEGINNING OF YEAR</b>	 643,368	 634,605
 <b>NET ASSETS - END OF YEAR</b>	 \$ 630,124	 \$ 643,368

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

<b>EXPENSES:</b>	<i>2019</i>	<i>2018</i>
<u>Administrative</u>		
Advertising	\$ -	\$ 8
Management Fees	14,400	14,400
Salaries and Wages	20,002	2,209
Fringe Benefits	3,415	126
Investment Fee	6,120	-
Legal Expenses	-	69
Telephone	3,128	2,973
Other Administrative Expense	3,712	2,036
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>50,777</b>	<b>21,821</b>
<u>Utilities</u>		
Electricity	19,750	18,406
Fuel	13,124	7,655
Water and Sewer	10,214	7,818
Other Utility Expense	482	-
<b>TOTAL UTILITY EXPENSE</b>	<b>43,570</b>	<b>33,879</b>
<u>Maintenance</u>		
Custodial Supplies	692	320
Trash Removal	2,160	1,260
Snow Removal	10,296	16,710
Grounds/Landscaping	-	1,150
Elevator Repairs and Contract	2,764	2,920
Repairs (Materials)	25,758	17,374
Operation (Contract)	-	24,000
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>41,670</b>	<b>63,734</b>
<u>Depreciation</u>	<b>15,380</b>	<b>14,316</b>
<u>Interest - NHHFA Mortgage Note</u>	<b>7,130</b>	<b>7,332</b>
<u>General Expenses</u>		
Real Estate Taxes	24,293	28,877
Payroll Taxes	1,612	203
Retirement Benefits	1,871	-
Workman's Compensation	1,064	118
Insurance	4,768	4,768
<b>TOTAL GENERAL EXPENSES</b>	<b>33,608</b>	<b>33,966</b>
<b>TOTAL EXPENSES</b>	<b>\$ 192,135</b>	<b>\$ 175,048</b>

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 153,454	
HAP Rent Subsidy	19,736	

Total Rental Income

\$ 173,190

Service Income	2,235	
Interest Income	15	
Commercial Income	-	
Other Income	1,470	

Total Rental Operations Receipts

176,910

Expenses

Administrative	49,895	
Utilities	43,570	
Maintenance	42,665	
Interest - NHHFA Mortgage Note	7,130	
Interest - Other Notes	-	
General	33,608	
Other	-	

Total Rental Operations Disbursements

(176,868)

Cash Provided by Rental Operations

42

Amortization of Mortgage

5,886

Cash Provided by Rental Operations

After Debt Service

(5,844)

**OTHER RECEIPTS**

Due to Management Agent

16,156

Owner Advances

-

Transfer from Restricted Cash Reserves

46,320

and Escrows

-

62,476

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves

55,176

and Escrows

Purchase of Fixed Assets

11,359

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

66,535

Net Increase or (Decrease) in Project Account Cash

(9,903)

Project Account Cash Balance at Beginning of Year

28,635

Project Account Cash Balance at End of Year

18,732

Composition of Project Account Cash

Balance at End of Year

18,732

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 18,732

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 153,261	
HAP Rent Subsidy	18,975	

Total Rental Income

\$ 172,236

Service Income	2,215	
Interest Income	30	
Commercial Income	-	
Other Income	7,555	

Total Rental Operations Receipts

182,036

Expenses

Administrative	20,657	
Utilities	33,879	
Maintenance	71,119	
Interest - NHHFA Mortgage Note	7,332	
Interest - Other Notes	-	
General	33,966	
Other	-	

Total Rental Operations Disbursements

(166,953)

Cash Provided by Rental Operations

15,083

Amortization of Mortgage

5,684

Cash Provided by Rental Operations

After Debt Service

9,399

**OTHER RECEIPTS**

Due to Management Agent

(26,475)

Owner Advances

-

Transfer from Restricted Cash Reserves

46,158

and Escrows

-

19,683

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves

38,810

and Escrows

Purchase of Fixed Assets

19,300

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

-

58,110

Net Increase or (Decrease) in Project Account Cash

(29,028)

Project Account Cash Balance at Beginning of Year

57,663

Project Account Cash Balance at End of Year

28,635

Composition of Project Account Cash

Balance at End of Year

28,635

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 28,635

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 4,758	\$ 4,800	\$ 67	\$ 4,767	\$ 4,858
Tax Escrow	7,270	40,176	302	24,292	23,456
Replacement Reserve	36,414	10,200	675	17,261	30,028
Operating Reserve	76,953	-	1,446	-	78,399
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 125,395</b>	<b>\$ 55,176</b>	<b>\$ 2,490</b>	<b>\$ 46,320</b>	<b>\$ 136,741</b>

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2019

NET LOSS	\$ (13,244)
ADD: DEPRECIATION	15,380
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	5,886
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	17,261
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ 3,311</b>

WHISPERING PINES II  
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)  
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2019

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	\$ 243,855	\$ -	\$ 487,710
12/31/2003	\$ 243,855	\$ 5,895	\$ 725,670
12/31/2004	\$ 243,855	\$ 7,200	\$ 962,325
12/31/2005	\$ 243,855	\$ -	\$ 1,206,180
12/31/2006	\$ 243,855	\$ 6,120	\$ 1,443,915
12/31/2007	\$ 243,855	\$ -	\$ 1,687,770
12/31/2008	\$ 243,855	\$ -	\$ 1,931,625
12/31/2009	\$ 243,855	\$ -	\$ 2,175,480
12/31/2010	\$ 243,855	\$ -	\$ 2,419,335
12/31/2011	\$ 243,855	\$ -	\$ 2,663,190
12/31/2012	\$ 243,855	\$ -	\$ 2,907,045
12/31/2013	\$ 243,855	\$ 7,200	\$ 3,143,700
12/31/2014	\$ 243,855	\$ -	\$ 3,387,555
12/31/2015	\$ 243,855	\$ -	\$ 3,631,410
7/31/2016	\$ 142,249	\$ -	\$ 3,773,659
7/31/2017	\$ 243,855	\$ -	\$ 4,017,514
7/31/2018	\$ 243,855	\$ -	\$ 4,261,369
7/31/2019	\$ 243,855	\$ -	\$ 4,505,224

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<i>ASSETS</i>	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 17,001	\$ 37,774
Prepaid Expenses	6,880	8,618
Total Current Assets	<u>23,881</u>	<u>46,392</u>
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	<u>15,764</u>	<u>15,755</u>
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	154,554	138,851
Operating Reserve	96,431	96,364
Tax Escrow	6,543	6,538
Total Restricted Deposits and Funded Reserves	<u>257,528</u>	<u>241,753</u>
<b>RENTAL PROPERTY</b>		
Land	176,000	176,000
Building and Building Improvements	1,071,375	1,071,375
Total Rental Property	<u>1,247,375</u>	<u>1,247,375</u>
Less Accumulated Depreciation	89,879	62,422
Net Rental Property	<u>1,157,496</u>	<u>1,184,953</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,454,669</u>	<u>\$ 1,488,853</u>
<b><i>LIABILITIES AND NET ASSETS</i></b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 1,355	\$ 3,545
Accrued Expenses	430	282
Total Current Liabilities	<u>1,785</u>	<u>3,827</u>
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	<u>15,781</u>	<u>15,772</u>
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	45,617	40,657
Mortgage Loan Payable, Net of Current Portion	1,170,000	1,170,000
Total Long-Term Liabilities	<u>1,215,617</u>	<u>1,210,657</u>
Total Liabilities	<u>1,233,183</u>	<u>1,230,256</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>221,486</u>	<u>258,597</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,454,669</u>	<u>\$ 1,488,853</u>

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 208,237	\$ 207,802
Laundry Income	1,274	1,228
Interest Income - Unrestricted	15	33
Interest Income - Restricted	175	142
Total Income	<u>209,701</u>	<u>209,205</u>
<i>Expenses (See Schedule)</i>		
Administrative	71,428	80,209
Utilities	59,196	61,477
Maintenance	59,672	34,774
Depreciation	27,458	27,009
General Expenses	29,058	49,818
Total Expenses	<u>246,812</u>	<u>253,287</u>
<b>CHANGE IN NET ASSETS</b>	(37,111)	(44,082)
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>258,597</u>	<u>302,679</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 221,486</u>	<u>\$ 258,597</u>

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEARS ENDED JULY 31, 2019 AND 2018

<b>EXPENSES:</b>	<u>2019</u>	<u>2018</u>
<u>Administrative</u>		
Advertising	\$ 350	\$ 50
Management Fees	17,688	17,818
Salaries and Wages	31,953	42,606
Fringe Benefits	10,362	12,930
Audit and Accounting Expense	400	800
Legal Expenses	253	1,173
Telephone	1,431	1,601
Other Administrative Expense	8,991	3,231
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>71,428</b>	<b>80,209</b>
<u>Utilities</u>		
Electricity	33,814	39,427
Fuel	15,853	13,413
Water and Sewer	8,733	7,728
Other Utility Expense	796	909
<b>TOTAL UTILITY EXPENSE</b>	<b>59,196</b>	<b>61,477</b>
<u>Maintenance</u>		
Custodial Supplies	1,726	1,605
Trash Removal	3,615	2,160
Snow Removal	4,242	3,450
Grounds/Landscaping	3,100	2,204
Elevator Repairs and Contract	4,835	5,912
Repairs (Materials)	42,154	19,443
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>59,672</b>	<b>34,774</b>
<u>Depreciation</u>		
	<b>27,458</b>	<b>27,009</b>
<u>General Expenses</u>		
Real Estate Taxes	17,040	34,599
Payroll Taxes	2,613	3,651
Workman's Compensation	1,102	1,866
Retirement Benefits	-	1,283
Insurance	8,303	8,419
<b>TOTAL GENERAL EXPENSES</b>	<b>29,058</b>	<b>49,818</b>
<b>TOTAL EXPENSES</b>	<b>\$ 246,812</b>	<b>\$ 253,287</b>

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 177,824	
HAP Rent Subsidy	30,413	

Total Rental Income \$ 208,237

Service Income	1,274	
Interest Income	15	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts 209,526

Expenses

Administrative	69,543	
Utilities	59,196	
Maintenance	61,862	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	29,058	
Other	-	

Total Rental Operations Disbursements (219,659)

Cash Provided by Rental Operations (10,133)

Amortization of Mortgage

Cash Provided by Rental Operations -

After Debt Service (10,133)

**OTHER RECEIPTS**

Due to Management Agent 4,960

Owner Advances -

Transfer from Restricted Cash Reserves -

and Escrows -

4,960

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves 15,600

and Escrows -

Purchase of Fixed Assets -

Repayment of Owner Advances -

Other Partnership Expenses -

Transfers to Tenant Security Deposit Account -

15,600

Net Increase or (Decrease) in Project Account Cash (20,773)

Project Account Cash Balance at Beginning of Year 37,774

Project Account Cash Balance at End of Year 17,001

Composition of Project Account Cash

Balance at End of Year 17,001

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve -

Operating Reserve -

Other Reserve -

Total Petty Cash and Unrestricted Reserves -

Total Project Account Cash  
at End of Year

\$ 17,001

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 177,836	
HAP Rent Subsidy	29,966	

Total Rental Income

Service Income	1,228	
Interest Income	33	
Commercial Income	-	
Other Income	-	

Total Rental Operations Receipts

209,063

Expenses

Administrative	81,918	
Utilities	61,477	
Maintenance	34,907	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	49,818	
Other	-	

Total Rental Operations Disbursements

(228,120)

Cash Provided by Rental Operations

(19,057)

Amortization of Mortgage

-

Cash Provided by Rental Operations

After Debt Service

(19,057)

**OTHER RECEIPTS**

Due to Management Agent

(22,427)

Owner Advances

-

Transfer from Restricted Cash Reserves  
and Escrows

-

(22,427)

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves  
and Escrows

15,599

Purchase of Fixed Assets

8,975

Repayment of Owner Advances

-

Other Partnership Expenses

-

Transfers to Tenant Security Deposit Account

(21)

24,553

Net Increase or (Decrease) in Project Account Cash

(66,037)

Project Account Cash Balance at Beginning of Year

103,811

Project Account Cash Balance at End of Year

37,774

Composition of Project Account Cash

Balance at End of Year

37,774

Petty Cash

-

Unrestricted Reserve (if applicable)

Decorating Reserve

-

Operating Reserve

-

Other Reserve

-

Total Petty Cash and Unrestricted Reserves

-

Total Project Account Cash

at End of Year

\$ 37,774

J.B. MILETTE MANOR  
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)  
SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS  
FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Tax Escrow	\$ 6,538	\$ -	\$ 5	\$ -	\$ 6,543
Replacement Reserve	138,851	15,600	103	-	154,554
Operating Reserve	96,364	-	67	-	96,431
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 241,753</b>	<b>\$ 15,600</b>	<b>\$ 175</b>	<b>\$ -</b>	<b>\$ 257,528</b>

SCHEDULE OF SURPLUS CASH CALCULATION  
JULY 31, 2019

NET LOSS	\$ (37,111)
ADD: DEPRECIATION	27,458
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	-
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	15,600
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ (25,253)</b>

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2019 AND 2018

<b>ASSETS</b>	<u>2019</u>	<u>2018</u>
<b>CURRENT ASSETS</b>		
Cash - Operations	\$ 91,630	\$ 56,958
Prepaid Expenses	6,318	6,623
Total Current Assets	<u>97,948</u>	<u>63,581</u>
<b>DEPOSITS HELD IN TRUST, FUNDED</b>		
Tenant Security Deposits	<u>15,855</u>	<u>16,600</u>
<b>RESTRICTED DEPOSITS AND FUNDED RESERVES</b>		
Replacement Reserve	124,871	111,486
Operating Reserve	67,111	65,873
Tax Escrow	11,877	9,311
Insurance Escrow	3,581	3,802
Total Restricted Deposits and Funded Reserves	<u>207,440</u>	<u>190,472</u>
<b>RENTAL PROPERTY</b>		
Land	211,000	211,000
Building and Building Improvements	907,200	895,200
Total Rental Property	<u>1,118,200</u>	<u>1,106,200</u>
Less Accumulated Depreciation	28,775	5,595
Net Rental Property	<u>1,089,425</u>	<u>1,100,605</u>
<b>TOTAL ASSETS</b>	<u>\$ 1,410,668</u>	<u>\$ 1,371,258</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Portion of Mortgage Loan Payable	\$ 15,344	\$ 14,309
Accounts Payable	4,240	2,410
Accrued Expenses	194	117
Total Current Liabilities	<u>19,778</u>	<u>16,836</u>
<b>DEPOSIT LIABILITIES</b>		
Tenant Security Deposit Liability	<u>15,805</u>	<u>16,600</u>
<b>LONG-TERM LIABILITIES</b>		
Due to Affiliate	131,432	136,698
Mortgage Loan Payable, Net of Current Portion	885,694	901,031
Total Long-Term Liabilities	<u>1,017,126</u>	<u>1,037,729</u>
Total Liabilities	<u>1,052,709</u>	<u>1,071,165</u>
<b>NET ASSETS WITHOUT DONOR RESTRICTIONS</b>	<u>357,959</u>	<u>300,093</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 1,410,668</u>	<u>\$ 1,371,258</u>

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2019 AND THE THREE MONTH PERIOD ENDED JULY 31, 2018

	<u>2019</u>	<u>2018</u>
<b>RENTAL OPERATIONS</b>		
<i>Income</i>		
Tenant Rental Income	\$ 260,808	\$ 66,083
Laundry Income	2,640	670
Donation	-	283,644
Other Income	1,070	582
Interest Income - Unrestricted	56	9
Interest Income - Restricted	3,633	677
Total Income	<u>268,207</u>	<u>351,665</u>
<i>Expenses (See Schedule)</i>		
Administrative	38,625	11,228
Utilities	35,850	6,553
Maintenance	55,722	12,698
Depreciation	23,180	5,595
Interest - NHHFA Mortgage Note	25,616	6,557
General Expenses	31,348	8,941
Total Expenses	<u>210,341</u>	<u>51,572</u>
 <b>CHANGE IN NET ASSETS</b>	 57,866	 300,093
 <b>NET ASSETS - BEGINNING OF YEAR</b>	 <u>300,093</u>	 <u>-</u>
 <b>NET ASSETS - END OF YEAR</b>	 <u>\$ 357,959</u>	 <u>\$ 300,093</u>

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2019 AND THE THREE MONTH PERIOD ENDED JULY 31, 2018

<b>EXPENSES:</b>	<u>2019</u>	<u>2018</u>
<u>Administrative</u>		
Advertising	\$ 125	\$ -
Management Fees	20,872	4,500
Salaries and Wages	8,526	3,417
Fringe Benefits	3,021	1,036
Audit and Accounting Expense	75	925
Telephone	2,291	572
Other Administrative Expense	3,715	778
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>38,625</b>	<b>11,228</b>
<u>Utilities</u>		
Electricity	20,577	4,442
Fuel	8,898	1,334
Water and Sewer	4,597	200
Other Utility Expense	1,778	577
<b>TOTAL UTILITY EXPENSE</b>	<b>35,850</b>	<b>6,553</b>
<u>Maintenance</u>		
Trash Removal	1,523	525
Snow Removal	25,123	-
Grounds/Landscaping	292	431
Repairs (Materials)	28,784	11,742
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>55,722</b>	<b>12,698</b>
<u>Depreciation</u>	23,180	5,595
<u>Interest - NHHFA Mortgage Note</u>	25,616	6,557
<u>General Expenses</u>		
Real Estate Taxes	25,184	6,938
Payroll Taxes	714	287
Workman's Compensation	454	182
Retirement benefits	228	342
Insurance	4,768	1,192
<b>TOTAL GENERAL EXPENSES</b>	<b>31,348</b>	<b>8,941</b>
<b>TOTAL EXPENSES</b>	<b>\$ 210,341</b>	<b>\$ 51,572</b>

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2019

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 119,235	
HAP Rent Subsidy	141,573	

Total Rental Income \$ 260,808

Service Income	2,640	
Interest Income	56	
Commercial Income	-	
Other Income	1,070	

Total Rental Operations Receipts 264,574

Expenses

Administrative	38,243	
Utilities	35,850	
Maintenance	53,892	
Interest - NHHFA Mortgage Note	25,616	
Interest - Other Notes	-	
General	31,348	
Other	-	

Total Rental Operations Disbursements (184,949)

Cash Provided by Rental Operations 79,625

Amortization of Mortgage 14,302

Cash Provided by Rental Operations  
After Debt Service 65,323

**OTHER RECEIPTS**

Due to Management Agent -

Owner Advances -

Transfer from Restricted Cash Reserves 43,443

and Escrows -

43,443

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves  
and Escrows 56,778

Purchase of Fixed Assets 12,000

Repayment of Owner Advances 5,266

Other Partnership Expenses 50

Transfers to Tenant Security Deposit Account -

74,094

Net Increase or (Decrease) in Project Account Cash 34,672

Project Account Cash Balance at Beginning of Year 56,958

Project Account Cash Balance at End of Year 91,630

Composition of Project Account Cash

Balance at End of Year 91,630

Petty Cash -

Unrestricted Reserve (if applicable)

Decorating Reserve -

Operating Reserve -

Other Reserve -

Total Petty Cash and Unrestricted Reserves -

Total Project Account Cash  
at End of Year

\$ 91,630

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS  
PROJECT OPERATING ACCOUNT

FOR THE THREE MONTH PERIOD ENDED JULY 31, 2018

**SOURCE OF FUNDS**

Rental Operations

Income

Tenant Paid Rent	\$ 31,338	
HAP Rent Subsidy	34,745	

Total Rental Income \$ 66,083

Service Income	670	
Interest Income	9	
Commercial Income	-	
Other Income	582	

Total Rental Operations Receipts 67,344

Expenses

Administrative	14,673	
Utilities	6,553	
Maintenance	13,836	
Interest - NHHFA Mortgage Note	6,557	
Interest - Other Notes	-	
General	8,941	
Other	-	

Total Rental Operations Disbursements (50,560)

Cash Provided by Rental Operations 16,784

Amortization of Mortgage 3,423

Cash Provided by Rental Operations  
After Debt Service 13,361

**OTHER RECEIPTS**

Due to Management Agent (7,046)

Owner Advances -

Transfer from Restricted Cash Reserves 13,910

and Escrows -

6,864

**OTHER DISBURSEMENTS OR TRANSFERS**

Transfers to Restricted Cash Reserves 12,881

and Escrows -

Purchase of Fixed Assets -

Repayment of Owner Advances -

Other Partnership Expenses -

Transfers to Tenant Security Deposit Account -

12,881

Net Increase or (Decrease) in Project Account Cash 7,344

Project Account Cash Balance at Beginning of Year 49,614

Project Account Cash Balance at End of Year 56,958

Composition of Project Account Cash

Balance at End of Year 56,958

Petty Cash -

Unrestricted Reserve (if applicable)

Decorating Reserve -

Operating Reserve -

Other Reserve -

Total Petty Cash and Unrestricted Reserves -

Total Project Account Cash  
at End of Year \$ 56,958

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS  
FOR THE YEAR ENDED JULY 31, 2019

<u>Description of Fund</u>	<u>Deposits</u>			<u>Withdrawals</u>	
	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 3,802	\$ 4,500	\$ 46	\$ 4,767	\$ 3,581
Tax Escrow	9,311	29,028	214	26,676	11,877
Replacement Reserve	111,486	23,250	2,135	12,000	124,871
Operating Reserve	65,873	-	1,238	-	67,111
<b>Total Restricted Cash Reserves and Escrows</b>	<b>\$ 190,472</b>	<b>\$ 56,778</b>	<b>\$ 3,633</b>	<b>\$ 43,443</b>	<b>\$ 207,440</b>

SCHEDULE OF SURPLUS CASH CALCULATION  
JULY 31, 2019

NET INCOME	\$ 57,866
ADD: DEPRECIATION	23,180
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	14,302
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	23,250
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	<u>12,000</u>
<b>SURPLUS CASH (DEFICIT)</b>	<b>\$ <u>55,494</u></b>

SHERBURNE WOODS  
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)  
(PROJECT No. HAP PBA 901-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION  
FOR THE YEAR ENDED JULY 31, 2019

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2003	\$ 113,850	\$ -	\$ 113,850
12/31/2004	\$ 113,850	\$ -	\$ 227,700
12/31/2005	\$ 113,850	\$ -	\$ 341,550
12/31/2006	\$ 113,850	\$ -	\$ 455,400
12/31/2007	\$ 113,850	\$ -	\$ 569,250
12/31/2008	\$ 113,850	\$ -	\$ 683,100
12/31/2009	\$ 113,850	\$ -	\$ 796,950
12/31/2010	\$ 113,850	\$ -	\$ 910,800
12/31/2011	\$ 113,850	\$ -	\$ 1,024,650
12/31/2012	\$ 113,850	\$ -	\$ 1,138,500
12/31/2013	\$ 113,850	\$ -	\$ 1,252,350
12/31/2014	\$ 113,850	\$ -	\$ 1,366,200
12/31/2015	\$ 113,850	\$ -	\$ 1,480,050
12/30/2016	\$ 113,850	\$ -	\$ 1,593,900
12/30/2017	\$ 113,850	\$ -	\$ 1,707,750
7/31/2018	\$ 66,413	\$ -	\$ 1,774,163
7/31/2019	\$ 113,850	\$ -	\$ 1,888,013

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

PO Box 5040, Manchester, NH 03108 - (603)668-8010

*The Community Action Partnership for Hillsborough and Rockingham Counties*

**BOARD OF DIRECTORS ~ as of January 2020**

<b>Public Sector</b>	<b>Private Sector</b>	<b>Low-Income Sector</b>	<b>HS Policy Council</b>
<p><u>Representing Manchester</u> Lou D'Allesandro Vice Chair</p> <p>Toni Pappas</p>	<p><u>Representing Manchester</u> Peter Ramsey <i>Term: 4/18-9/21</i></p> <p>Carrie Marshall Gross <i>Term: 9/17-9/20</i></p>	<p><u>Representing Manchester</u> James Brown <i>9/18-9/21</i></p> <p>Orville Kerr, Secretary <i>Term 9/18-9/21</i></p> <p>Anna Hamel <i>Term Expires Sept. 2022</i></p>	<p>Alicia Webber Term begins 11/19</p>
<p><u>Representing Nashua</u> Kevin Moriarty Treasurer</p>	<p><u>Representing Nashua</u> Dolores Bellavance, <i>Chairman</i> <i>Term: 9/18-9/21</i></p>	<p><u>Representing Nashua</u> Bonnie Henault <i>Term: 9/17-9/20</i></p> <p>Shirley Pelletier <i>Term: 9/17-9/20</i></p>	
<p><u>Representing Towns</u> Thomas Mullins</p>	<p><u>Representing Towns</u> German J. Ortiz</p>	<p><u>Representing Towns</u></p>	
<p><u>Representing Rockingham County</u> Rep. Sherman Packard</p>	<p><u>Representing Rockingham County</u></p>	<p><u>Representing Rockingham County</u></p>	

## DONNALEE LOZEAU

### Community and Civic Involvement- Current

- NH Community Action Partnership.
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Eagle Scout Board of Review
- American Council of Young Political Leaders, Alumni Member

### Community and Civic Involvement- Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Statewide Workforce Innovation Board
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt

## EXPERIENCE

**Southern New Hampshire Services, Inc.**  
Manchester, NH  
(January 2016-Present)

### Executive Director/CEO

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham.
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

**City of Nashua, New Hampshire**  
(2008-2016) – Elected

### Mayor

- Full time overall day to day management and operations of 2<sup>nd</sup> largest city in the state of NH with development and implementation of \$245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

**Southern New Hampshire Services, Inc.**  
(1993 – 2008) Manchester, NH

### Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

## DONNALEE LOZEAU

CONTINUED

### Community and Civic Involvement- Past

- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member

### Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

**NH State Representative, Hillsborough County, District 30**  
(1984 – 2000)

**Deputy Speaker of the NH House of Representatives**  
(1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

#### Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

#### Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice, Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

**City Streets Restaurant, (1986-1991**

**City Streets Diner, (2000 – 2003) Nashua, NH**

#### Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

# RYAN CLOUTHIER



## OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



## EXPERIENCE

### Deputy Director | Southern New Hampshire Services Inc. FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Deputy Director will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Executive Director and Fiscal Officer the Deputy Director provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

### Energy and Housing Operations Director | Southern New Hampshire Services Inc. 2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

### Energy Director | Southern New Hampshire Services Inc. 2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unittel, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

### Weatherization Director | Southern New Hampshire Services Inc. 2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition.

**Energy Auditor | Southern New Hampshire Services Inc.**  
2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

**Network Analyst | Genuity**  
2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



**EDUCATION**

2000 NH Community Technical College  
1994-1998: Dover High School

*Other:* Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



**SKILLS**

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



**ACTIVITIES/ACCOMPLISHMENTS**

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

## JAMES M. CHAISSON

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### SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
  - Controller in MFG & Distribution
  - Treasury and Cash Flow Management
  - Financial & Capital Budgeting, Reporting & Control
  - Cost Accounting Manager
  - General Accounting Manager
  - Business Performance Metric Establishment and Measurement
- 

### PROFESSIONAL EXPERIENCE

#### **Southern New Hampshire Services, Manchester, NH**

**5/2009-Present**

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sites located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

#### Chief Fiscal Officer

**1/2017 to Present**

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

#### Senior Accountant

**5/2009-1/2017**

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

James M. Chaisson

**WOOD STRUCTURES, INC. Biddeford, ME**

**2001-4/2009**

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

**2006-4/2009**

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

**2001-2006**

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

**VISHAY SPRAGUE, Sanford, ME**

**1978-2001**

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSE: VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

**1997-2001**

Division General Accounting Manager

**1995-1997**

Division Operation Accountant

**1989-1995**

Division Fixed Asset Accountant

**1987-1989**

Master Engineering Technician

**1984-1987**

Lead Production Technician

**1978-1984**

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**EDUCATION**

**NASSON COLLEGE, Springvale, ME**

B.S. in Business Administration

**SOUTHERN NEW HAMPSHIRE SERVICES, INC.**

The Community Action Partnership serving Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108

40 Pine Street, Manchester, NH 03013

Telephone: (603) 668-8010      FAX: (603) 645-6734

**CCRSP Capacity & Infrastructure**

**List of Key Administrative Personnel**

**As of: Sept: 1, 2020**

<b>Title</b>	<b>Name</b>	<b>Annual Salary</b>	<b>Percentage</b>	<b>Amount</b>
Executive Director	Donnalee Lozeau	\$190,649	0.00%	0
Deputy Director	Ryan Clouthier	\$115,606	0.00%	0
Chief Financial Officer	James Chaisson	\$129,620	0.00%	0



Lori Shabinette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF PUBLIC HEALTH SERVICES*  
29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

D mac

September 28, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

Informational Item

Pursuant to RSA 21-P:43, RSA 4:45, RSA 4:47, and Executive Order 2020-04 as extended by Executive Order 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services to:

1. Accept and expend funds from the Centers for Disease Control and Prevention (CDC), entitled Immunization and Vaccines for Children, under the Coronavirus Aid, Relief, and Economic Security Act in the amount of \$576,526 effective retroactive to July 1, 2020 upon your approval through June 30, 2021, and further authorize the allocation of these funds in the accounts below. 100% Federal Funds.
2. Authorize the Department of Health and Human Services, Division of Public Health Services to create up to three temporary, full-time positions for immunization and vaccine purposes effective upon your approval through June 30, 2021. 100% Federal Funds.

**05-95-90-902510-5178-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM**

SFY2021 Class/Object	Class Title	Current Authorized Budget	This Request	Adjusted Budget
<b>Revenue</b>				
000-404706	Federal Funds	\$ 3,861,541	\$ 576,526	\$ 4,438,067
	General Funds	\$ 561,948		\$ 561,948
<b>Total Revenue:</b>		<b>\$ 4,423,489</b>	<b>\$ 576,526</b>	<b>\$ 5,000,015</b>
<b>Expense</b>				
010-500100	Personal Services Perm	\$ 874,074	\$ -	\$ 874,074
018-500106	Overtime	\$ 1,500	\$ -	\$ 1,500
020-500200	Current Expenses	\$ 51,684	\$ 48,891	\$ 100,575
026-500251	Organizational Dues	\$ 3,500	\$ -	\$ 3,500
030-500302	Equipment	\$ 6,600	\$ 14,802	\$ 21,402
037-500173	Technology-Hardware	\$ 1,000	\$ -	\$ 1,000
038-500175	Technology-Software	\$ 1,000	\$ 35,342	\$ 36,342
039-500188	Telecommunications	\$ 1,600	\$ -	\$ 1,600
041-500801	Audit Fund Set Aside	\$ 2,053	\$ 577	\$ 2,630
042-500620	Post Retirements Benefits	\$ 91,166	\$ -	\$ 91,166
046-500462	Consultants	\$ 100	\$ -	\$ 100
050-500109	Personal Service - Temp	\$ 36,162	\$ -	\$ 36,162
059-500117	Temp Full Time	\$ -	\$ 114,836	\$ 114,836
060-500601	Benefits	\$ 452,896	\$ 87,275	\$ 540,171
066-500543	Employee Training	\$ 500	\$ -	\$ 500
070-500704	In State Travel Reimb	\$ 12,000	\$ 1,150	\$ 13,150
080-500710	Out of State Travel Reimb	\$ 17,600	\$ -	\$ 17,600
102-500731	Contracts for Program Services	\$ 2,156,477	\$ 273,653	\$ 2,430,130
103-502664	Contracts for Op Services	\$ 364,891	\$ -	\$ 364,891
513-500355	Vaccine Purchases	\$ 297,774	\$ -	\$ 297,774
548-500396	Reagents	\$ 50,912	\$ -	\$ 50,912
<b>Total Expense:</b>		<b>\$ 4,423,489</b>	<b>\$ 576,526</b>	<b>\$ 5,000,015</b>

**EXPLANATION**

This request is being made to accept additional grant funds available for SFY 2021 to administer the New Hampshire Immunization Program under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. These supplemental funds will support the Department's effort to improve and expand influenza vaccination coverage throughout New Hampshire in an effort to decrease the burden on health care systems during the coronavirus pandemic (COVID-19). The funding will also be instrumental in the development of state-wide plans with key partners for the distribution and administration of anticipated SARS-CoV-2

vaccine(s). Lastly, the funding will provide additional resources to complete the full implementation of a state-wide Immunization Information System (IIS) that will be instrumental in overall vaccine accountability for the anticipated receipt, distribution and administration of the SARS-Co-V2 vaccine(s).

The funds are to be budgeted as follows:

Class 020	The funds will be used to pay for current expense items.
Class 030	The funds will be used to pay for equipment.
Class 038	The funds will be used to pay for computer software.
Class 041	The funds will be used to pay for audit fund set aside.
Class 059	The funds will be used to pay for full time temporary positions.
Class 060	The funds will be used to pay for benefits.
Class 070	The funds will be used to pay for in-state travel.
Class 102	The funds will be used to pay for contracts.

The following information is provided in accordance with the comptroller's instructional memorandum dated September 21, 1981:

1. List of personnel involved: Approximately 3 Temporary full time positions; 1 Systems Development Specialist III, 1 Program Specialist III, and 1 Program Specialist II.
2. Nature, Need, and Duration: The positions will provide for the increased needs caused by the COVID-19 public health event and the Immunization Information System (IIS) implementation. The positions are needed for expanding and improving influenza vaccination coverage, COVID-19 response efforts and for on-going, appropriate IIS staffing levels.
3. Relationship to existing agency programs: This is a new public health event.
4. Has a similar program been requested of the legislature and denied? No
5. Why wasn't funding included in the agency's budget request? At the time of budget submission, COVID-19 was not a known public health event and this funding opportunity had not been offered.
6. Can portions of the grant funds be utilized? All grant dollars are being used for this request.
7. Estimate the funds required to continue this position(s): These positions will be considered for permanent status, based on the needs of the IIS Program area and available federal funding in SFY 2022.

Area served: Statewide

Source of Funds: 100% Federal funds from the Centers for Disease Control.

If Federal Funds become no longer available, General Funds will not be requested to support the program expenditures.

Respectfully submitted,



For  
Lori A. Shibinette  
Commissioner

1. DATE ISSUED MM/DD/YYYY 06/04/2020		1a. SUPERSEDES AWARD NOTICE dated 09/12/2019 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 93.266 - Immunization Cooperative Agreements			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 6 NH23IP922595-01-02 Formerly		5. TYPE OF AWARD Demonstration	
4a. FAIN NH23IP922595		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2019		Through 06/30/2024	
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2019		Through 06/30/2020	

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Centers for Disease Control and Prevention

2939 Brandywine Road  
Atlanta, GA 30341

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)  
Sections 317, 317(k)(2) of the Public Health Service Act (42 U.S.C.  
Sections 247b, 247b(k)(2) and 247c). as amended.

8. TITLE OF PROJECT (OR PROGRAM) CDC-RFA-IP19-1901 Immunization and Vaccines for Children	
9a. GRANTEE NAME AND ADDRESS HEALTH AND HUMAN SERVICES, NEW HAMPSHIRE DEPT OF 129 PLEASANT ST CONCORD, NH 03301-3852	9b. GRANTEE PROJECT DIRECTOR Ms. Colleen M. Haggerty 29 Hazen Dr. CONCORD, NH 03301-6504 Phone: 603-271-4482
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Lisa M. Morris 29 Hazen Drive Concord, NH 03301-6503 Phone: 603-271-4110	10b. FEDERAL PROJECT OFFICER Gayle Daniels 1600 Clifton Rd Atlanta, GA 30333 Phone: 404-639-6357

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 4,368,316.00	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/>		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	936,775.00	c. Less Cumulative Prior Award(s) This Budget Period 3,791,790.00	
b. Fringe Benefits	443,850.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 576,526.00	
c. Total Personnel Costs	1,380,625.00	13. Total Federal Funds Awarded to Date for Project Period 4,368,316.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	21,320.00	(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel	43,918.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 2	d. 5
h. Other	600,384.00	b. 3	e. 6
i. Contractual	1,973,000.00	c. 4	f. 7
j. TOTAL DIRECT COSTS	4,019,247.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS	349,069.00	a. DEDUCTION	
l. TOTAL APPROVED BUDGET	4,368,316.00	b. ADDITIONAL COSTS	
m. Federal Share	4,368,316.00	c. MATCHING	
n. Non-Federal Share	0.00	d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -  Yes  No)

GRANTS MANAGEMENT OFFICIAL:

Brownie Anderson-Rana, Grants Management Officer  
2939 Flowers Road  
Mailstop TV2  
Atlanta, GA 30341-5509  
Phone: 770-488-2771

17. OBJ CLASS 41.51	18a. VENDOR CODE 1028000618B5	18b. EIN 026000618	19. DUNS 011040545	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-9390EWO	b. 19NH23IP922595C3	c. IP	d. \$576,526.00	e. 75-2024-0943
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.



Lori Shibinette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF PUBLIC HEALTH SERVICES*  
29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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mac

September 28, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

Informational Item

Pursuant to RSA 21-P:43, RSA 4:45, RSA 4:47, and Executive Order 2020-04 as extended by Executive Order 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services to:

accept and expend funds from the Assistant Secretary for Preparedness and Response (ASPR), entitled New Hampshire's Hospital Preparedness (HPP) under the Coronavirus Aid, Relief, and Economic Security Act in the amount of \$1,231,221 effective retroactive to July 1, 2020 upon your approval through June 30, 2021, and further authorize the allocation of these funds in the accounts below. 100% Federal Funds.

**05-095-090-902510-22390000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS**

1. DATE ISSUED MM/DD/YYYY 05/22/2020  
 1a. SUPERSEDES AWARD NOTICE dated 04/20/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 ASSISTANT SECRETARY FOR PREPAREDNESS & RESPONSE

200 C Street, SW  
 Washington, DC 20024

NOTICE OF AWARD  
 AUTHORIZATION (Legislation/Regulations)  
 Pub. L. 109-148 119 Stat. 2680, 2786 (2005)

2. CFDA NO. 93.889 - National Bioterrorism Hospital Preparedness Program

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. 6 U3REP190580-01-04 Formerly	5. TYPE OF AWARD Other
4a. FAIN U3REP190580	5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD From 07/01/2019 Through 06/30/2024	MM/DD/YYYY MM/DD/YYYY
7. BUDGET PERIOD From 07/01/2019 Through 06/30/2021	MM/DD/YYYY MM/DD/YYYY

8. TITLE OF PROJECT (OR PROGRAM)  
 New Hampshire's Hospital Preparedness Program (HPP) for FY 2019 (1901-01 BP1)

9a. GRANTEE NAME AND ADDRESS  
 HEALTH AND HUMAN SERVICES, NEW HAMPSHIRE DEPT OF  
 129 Pleasant St  
 Concord, NH 03301-3852

9b. GRANTEE PROJECT DIRECTOR  
 Ms. Cynthia Richard  
 29 Hazen Drive  
 Public Health Services  
 Concord, NH 03301-6510  
 Phone: 603-271-4493

10a. GRANTEE AUTHORIZING OFFICIAL  
 Ms. Cynthia Richard  
 29 Hazen Drive  
 Public Health Services  
 Concord, NH 03301-6510

10b. FEDERAL PROJECT OFFICER  
 CAPT Patricia A Pettis  
 200 C Street SW  
 ASPR  
 Washington, DC 20024-natl  
 Phone: 617-549-2823

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	99,405.00
b. Fringe Benefits	44,314.00
c. Total Personnel Costs	143,719.00
d. Equipment	0.00
e. Supplies	18,666.00
f. Travel	13,218.00
g. Construction	0.00
h. Other	1,418,621.70
i. Contractual	845,475.00
j. TOTAL DIRECT COSTS	2,439,699.70
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	2,439,699.70
m. Federal Share	2,329,838.00
n. Non-Federal Share	109,861.70

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	2,329,838.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	1,378,180.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	953,678.00
13. Total Federal Funds Awarded to Date for Project Period	2,329,838.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	

**b**

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
 This award is amended to add COVID-19 Funding. Please reference Special Terms & Conditions.

GRANTS MANAGEMENT OFFICIAL:  
 Virginia Simmons, Chief Grants Management Officer  
 200 Independence Ave., S.W.  
 Room 838-G  
 Washington, DC 20201  
 Phone: 202-280-0400

17. OBJ CLASS 41.51	18a. VENDOR CODE 1028000618B3	18b. EIN 028000618	19. DUNS 011040545	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-199C009	b. U3REP0580CV	c. HOS07	d. \$953,678.00	e. 75-2024-0140
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

1. DATE ISSUED MM/DD/YYYY 03/29/2020  
 1a. SUPERSEDES AWARD NOTICE dated 07/31/2019 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 ASSISTANT SECRETARY FOR PREPAREDNESS & RESPONSE

200 C Street, SW  
 Washington, DC 20024

NOTICE OF AWARD  
 AUTHORIZATION (Legislation/Regulations)  
 Pub. L. 109-148 119 Stat. 2680, 2786 (2005)

2. CFDA NO. 93.889 - National Bioterrorism Hospital Preparedness Program	
3. ASSISTANCE TYPE Formula Grant	
4. GRANT NO. 6 U3REP190580-01-02 Formerly	5. TYPE OF AWARD Other
4a. FAJN U3REP190580	5a. ACTION TYPE Post Award Amendment
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2019	Through 06/30/2024
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2019	Through 06/30/2021

8. TITLE OF PROJECT (OR PROGRAM)  
 New Hampshire's Hospital Preparedness Program (HPP) for FY 2019 (1901-01 BP1)

9a. GRANTEE NAME AND ADDRESS  
 HEALTH AND HUMAN SERVICES, NEW HAMPSHIRE DEPT OF  
 129 Pleasant St  
 Concord, NH 03301-3852

10a. GRANTEE AUTHORIZING OFFICIAL  
 Ms. Cynthia Richard  
 129 Pleasant St  
 Public Health Services  
 Concord, NH 03301-3852

9b. GRANTEE PROJECT DIRECTOR  
 Ms. Cynthia Richard  
 129 Pleasant St  
 Public Health Services  
 Concord, NH 03301-3852  
 Phone: 603-290-8965

10b. FEDERAL PROJECT OFFICER  
 CAPT Patricia A Pettis  
 200 C Street SW  
 ASPR  
 Washington, DC 20024-null  
 Phone: 617-549-2623

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/> II	
a. Salaries and Wages	99,405.00
b. Fringe Benefits	44,314.00
c. Total Personnel Costs	143,719.00
d. Equipment	0.00
e. Supplies	18,666.00
f. Travel	13,218.00
g. Construction	0.00
h. Other	464,943.70
i. Contractual	845,475.00
j. TOTAL DIRECT COSTS	1,486,021.70
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	1,486,021.70
m. Federal Share	1,376,160.00
n. Non-Federal Share	109,861.70

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from item 11m)	1,376,160.00		
b. Less Unobligated Balance From Prior Budget Periods	0.00		
c. Less Cumulative Prior Award(s) This Budget Period	1,098,617.00		
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	277,543.00		
13. Total Federal Funds Awarded to Date for Project Period 1,376,160.00			
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
a. DEDUCTION			
b. ADDITIONAL COSTS			
c. MATCHING			
d. OTHER RESEARCH (Add / Deduct Option)			
e. OTHER (See REMARKS)			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
a. The grant program legislation			
b. The grant program regulations.			
c. This award notice including terms and conditions, if any, noted below under REMARKS.			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -  Yes  No)

This award is revised the add an Administrative Supplement in support of COVID-19 Funding in the amount of \$277,543. Please reference special Conditions on 2nd page of award.

GRANTS MANAGEMENT OFFICIAL:

Virginia Simmons, Chief Grants Management Officer  
 200 Independence Ave., S.W.  
 Room 838-G  
 Washington, DC 20201  
 Phone: 202-260-0400

17. OBJ CLASS 41.51	18a. VENDOR CODE 1026000618B3	18b. EIN 026000618	19. DUNS 011040545	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 9-199TWQZ	b. U3REP0580A	c. HOS07	d. \$0.00	e. 75-19-0140
22. a. 0-199COV8	b. U3REP0580CV	c. HOS07	d. \$277,543.00	e. 75-2024-0140
23. a.	b.	c.	d.	e.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES**

Lori A. Shibinette  
Commissioner  
  
Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

September 22, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Foundation for Healthy Communities (Vendor # 154533-B001), Concord, NH, to support COVID-19 emergency preparedness and response activities statewide, by increasing the price limitation by \$1,058,099 from \$2,554,000 to \$3,612,099, with no change to the contract completion date of June 30, 2021. 100% Federal Funds.

The original contract was approved by Governor and Council on September 13, 2017, item #13 and most recently amended with Governor and Council approval on June 19, 2019, item #78C.

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	90077700	\$400,075	\$0	\$400,075
2019	102-500731	Contracts for Prog Svc	90077700	\$749,257	\$0	\$749,257
2020	102-500731	Contracts for Prog Svc	90077700	\$689,668	\$0	\$689,668
2021	102-500731	Contracts for Prog Svc	90077700	\$615,000	\$1,058,099	\$1,673,099
			<b>Subtotal</b>	<b>\$2,454,000</b>	<b>\$1,058,099</b>	<b>\$3,512,099</b>

**95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HPP EBOLA PREPAREDNESS 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90077735	\$100,000	\$0	\$100,000
			<b>Subtotal</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>
			<b>Total</b>	<b>\$2,554,000</b>	<b>\$1,058,099</b>	<b>\$3,612,099</b>

**EXPLANATION**

This item is **Sole Source** because MOP 150 requires any amendment increasing the original price limitation by more than 10 percent of the original contract amount be identified as sole source.

The Contractor currently supports the New Hampshire Health Care Coalition by acting as an Administrative Lead Organization and enhancing the healthcare sector's ability to effectively prepare for, respond to, and recover from emergencies. The purpose of this amendment is to add funding to support COVID-19 emergency preparedness and response activities at healthcare facilities statewide. The Contractor will procure and distribute ventilators, infection control supplies, personal protective equipment, and other supplies to healthcare facilities. The Contractor will also provide technical assistance to long-term care and other residential facilities to prepare them for providing COVID-19 vaccinations to residents and staff. In addition, the Contractor will conduct an after action review of the medical surge component of the New Hampshire Health Care Coalition's response to COVID-19.

The New Hampshire Health Care Coalition includes members from across the healthcare sector, including hospitals and hospital-based health systems, emergency medical services, emergency management services, public health, long-term care facilities, home health, primary care, and specialty practices. Approximately 1.3 million individuals will be served from July 1, 2019, to June 30, 2021.

The Department will monitor contracted services by reviewing semi-annual progress reports and documentation of cost sharing for activities.

Area served: Statewide

Source of Funds: CFDA #93.889, FAIN # U3REP190580

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

Respectfully submitted,



Lori A. Shubinette  
Commissioner

**New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Granite State Health Care Coalition for Emergency Preparedness,  
Response and Recovery Contract**

This 2<sup>nd</sup> Amendment to the Health Care Coalition for Emergency Preparedness, Response and Recovery contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 125 Airport Road, Concord NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #13), as amended on June 19, 2019, (Item #78C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,612,099.
2. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.1, Part 2.1.2, by adding Subpart 2.1.2.5., to read:
  - 2.1.2.5. Providing technical assistance and training, which shall be consistent with guidance and recommendations disseminated by the Department, to long-term care and other residential facilities to build their capacity to provide vaccinations against COVID-19 to target populations, including, but not limited to:
    - 2.1.2.5.1. Residents in residential facilities.
    - 2.1.2.5.2. Staff in residential facilities.
    - 2.1.2.5.3. Household members of staff in residential facilities.
3. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.1, Part 2.1.3, by adding Subpart 2.1.3.4., to read:
  - 2.1.3.4. Procuring and distributing equipment and supplies, which include, but are not limited to, ventilators, infection control and personal protective equipment, to the following:
    - 2.1.3.4.1 Hospitals;
    - 2.1.3.4.2 Long-term care facilities;
    - 2.1.3.4.3 Assisted living facilities;
    - 2.1.3.4.4 Home care providers;
    - 2.1.3.4.5 Emergency medical services providers; and
    - 2.1.3.4.6 Other types of health care entities, as approved by the Department.
4. Modify Exhibit A Amendment #1 Scope of Services, Section 2 Scope of Services, Subsection 2.3,

**New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery**



by adding Part 2.3.28, to read:

- 2.3.28. Conducting an After Action Review of the HCC response to the COVID-19 pandemic. The After Action Review shall:
  - 2.3.28.1. Meet Homeland Security and Exercise Evaluation Program standards;
  - 2.3.28.2. Assess strengths of the HCC response.
  - 2.3.28.3. Identify other areas for improvement.
5. Modify Exhibit B, Amendment #1 Methods and Conditions Precedent to Payment, Section 4, Subsection 4.1 to read:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 through Exhibit B-4, Amendment #2, Budget Sheet.
6. Modify Exhibit B-4, Amendment #1, Budget Sheet by replacing in its entirety with Exhibit B-4, Amendment #2, Budget Sheet, which is attached hereto and incorporated by reference herein.

*PA*

*8-18-20*

**New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

8/20/2020  
Date

Louie Shebinette  
Name:  
Title:

Foundation for Healthy Communities

8/18/20  
Date

Peter Ames  
Name: Peter Ames  
Title: Executive Director

**New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

08/24/20  
Date

*Catherine Pinos*  
Name:  
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16.

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-4, Amendment #2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Foundation for Healthy Communities

Budget Request for: Granite State Health Care Coalition  
RFP-2018-DPHS-09-HEALT

Budget Period: July 1, 2020-June 30, 2021

Line Item	Total Program Cost			Contractor Share (Match)			Funded by DPHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 210,000.00	\$ -	\$ 210,000.00	\$ -	\$ -	\$ -	\$ 210,000.00	\$ -	\$ 210,000.00
2. Employee Benefits	\$ 68,000.00	\$ -	\$ 68,000.00	\$ -	\$ -	\$ -	\$ 68,000.00	\$ -	\$ 68,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Purchase/Depreciation	\$ 788,805.08	\$ -	\$ 788,805.08	\$ -	\$ -	\$ -	\$ 788,805.08	\$ -	\$ 788,805.08
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
6. Travel	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
7. Occupancy	\$ 8,800.00	\$ -	\$ 8,800.00	\$ -	\$ -	\$ -	\$ 8,800.00	\$ -	\$ 8,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 4,300.00	\$ -	\$ 4,300.00	\$ -	\$ -	\$ -	\$ 4,300.00	\$ -	\$ 4,300.00
Postage	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Commissions	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00
11. Staff Education and Training	\$ 4,504.00	\$ -	\$ 4,504.00	\$ -	\$ -	\$ -	\$ 4,504.00	\$ -	\$ 4,504.00
12. Subcontract/Agreements	\$ 352,170.00	\$ -	\$ 352,170.00	\$ -	\$ -	\$ -	\$ 352,170.00	\$ -	\$ 352,170.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other: Agency & Material Support	\$ -	\$ 135,018.92	\$ 135,018.92	\$ -	\$ -	\$ -	\$ -	\$ 135,018.92	\$ 135,018.92
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 1,438,878.08	\$ 135,018.92	\$ 1,573,898.00	\$ -	\$ -	\$ -	\$ 1,438,878.08	\$ 135,018.92	\$ 1,573,898.00

Contractor Initials *JA*  
Date 8-18-20

# 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 FOUNDATION FOR HEALTHY COMMUNITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 28, 1968. 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: 63943

Certificate Number: 0004981507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of August A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Stephen Ahnen, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Foundation for Healthy Communities  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 12, 2017, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Peter Ames (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Foundation for Healthy Communities to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/18/2020

*Stephen Ahnen*  
Signature of Elected Officer  
Name: Stephen Ahnen  
Title: Secretary/Treasurer  
Foundation for Healthy Communities  
President, New Hampshire Hospital Association



*Linda Lee Levesque*





Foundation for  
Healthy Communities

**VISION:** Residents of New Hampshire achieve their highest potential for health and well-being in the communities where they live, work, learn, and play.

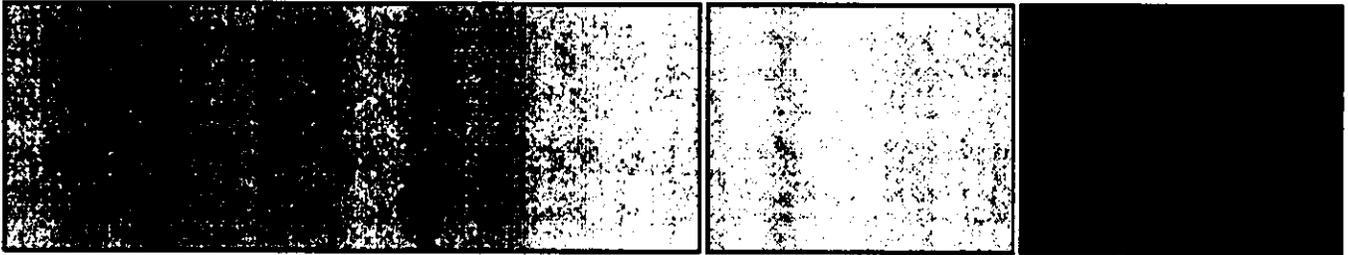
**VALUES:** Respect  
Integrity  
Excellence  
Innovation  
Engagement  
Equity  
Continuous Learning

**MISSION:** Improve health and health care in communities through partnerships that engage individuals and organizations.

**KEY OBJECTIVES:**

- Improve health by promoting innovative, high value quality practices and within organizations and communities.
- Lead change strategies that educate, create and sustain healthier communities and make the healthy choice the easy choice.
- Work to promote access to affordable health care and resources that supports the well-being of all people.

[Type here]



Foundation *for*  
Healthy Communities

FINANCIAL STATEMENTS

December 31, 2019 and 2018

With Independent Auditor's Report

DRAFT





## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (Foundation), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

**Other Matter**

*Changes in Accounting Principles*

As discussed in Note 1, in 2019 the Foundation adopted Financial Accounting Standards Board Accounting Standards Update (FASB ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, FASB ASU No. 2016-01, *Recognition and Measurement of Financial Assets and Liabilities*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

Manchester, New Hampshire  
REPORT DATE

DRAFT

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2019 and 2018

ASSETS

	<u>2019</u>	<u>2018</u>
Current assets		
Cash and cash equivalents	\$ 593,892	\$ 570,277
Accounts receivable, net	357,452	483,614
Due from affiliate	112,530	113,330
Prepaid expenses	<u>9,610</u>	<u>6,176</u>
Total current assets	<u>1,073,484</u>	<u>1,173,397</u>
Investments	<u>872,550</u>	<u>703,806</u>
Property and equipment		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>147,427</u>	<u>147,427</u>
	148,545	148,545
Less accumulated depreciation	<u>145,398</u>	<u>142,320</u>
Property and equipment, net	<u>3,147</u>	<u>6,225</u>
Total assets	<u>\$1,949,181</u>	<u>\$1,883,428</u>
<b>(LIABILITIES AND NET ASSETS)</b>		
Current liabilities		
Accounts payable	\$ 142,961	\$ 4,547
Accrued payroll and related amounts	46,185	31,023
Due to affiliate	61,687	47,264
Deferred revenue	<u>8,013</u>	<u>5,446</u>
Total current liabilities and total liabilities	<u>258,846</u>	<u>88,280</u>
Net assets		
Without donor restrictions		
Operating	791,489	700,951
Internally designated	<u>538,496</u>	<u>646,909</u>
Total without donor restrictions	1,329,985	1,347,860
With donor restrictions	<u>360,350</u>	<u>447,288</u>
Total net assets	<u>1,690,335</u>	<u>1,795,148</u>
Total liabilities and net assets	<u>\$1,949,181</u>	<u>\$1,883,428</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**  
**Statement of Activities and Changes in Net Assets**  
**Year Ended December 31, 2019**

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
Foundation support	\$ 443,120	\$ -	\$ 443,120	\$ -	\$ 443,120
Program services	1,504,839	-	1,504,839	-	1,504,839
Seminars, meetings, and workshops	132,670	-	132,670	-	132,670
Interest and dividend income	23,052	-	23,052	-	23,052
Net realized and unrealized gain on investments	178,765	-	178,765	-	178,765
Gifts and donations	853	-	853	-	853
Grant support	-	-	-	511,776	511,776
Net assets released from restrictions	556,044	42,670	598,714	(598,714)	-
Net assets released from internally designated	151,083	(151,083)	-	-	-
Total revenues	<u>2,990,426</u>	<u>(108,413)</u>	<u>2,882,013</u>	<u>(86,938)</u>	<u>2,795,075</u>
<b>Expenses</b>					
Salaries and related taxes	1,357,584	-	1,357,584	-	1,357,584
Other operating	128,316	-	128,316	-	128,316
Program services	1,222,755	-	1,222,755	-	1,222,755
Seminars, meetings, and workshops	191,284	-	191,284	-	191,284
Depreciation	3,078	-	3,078	-	3,078
Recovery for bad debts	(3,129)	-	(3,129)	-	(3,129)
Total expenses	<u>2,899,888</u>	<u>-</u>	<u>2,899,888</u>	<u>-</u>	<u>2,899,888</u>
Change in net assets from operations and total change in net assets	90,538	(108,413)	(17,875)	(86,938)	(104,813)
Net assets, beginning of year	<u>700,951</u>	<u>646,909</u>	<u>1,347,860</u>	<u>447,288</u>	<u>1,795,148</u>
Net assets, end of year	<u>\$ 791,489</u>	<u>\$ 538,496</u>	<u>\$ 1,329,985</u>	<u>\$ 360,350</u>	<u>\$ 1,690,335</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**  
**Statement of Activities and Changes in Net Assets**  
**Year Ended December 31, 2018**

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
<b>Revenues</b>					
Foundation support	\$ 423,121	\$ -	\$ 423,121	\$ -	\$ 423,121
Program services	2,118,773	-	2,118,773	-	2,118,773
Seminars, meetings, and workshops	197,328	-	197,328	-	197,328
Interest and dividend income	19,309	-	19,309	-	19,309
Gifts and donations	1,027	-	1,027	-	1,027
Grant support	-	-	-	720,629	720,629
Net assets released from restrictions	570,013	179,476	749,489	(749,489)	-
Net assets released from internally designated	<u>80,394</u>	<u>(80,394)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>3,409,965</u>	<u>99,082</u>	<u>3,509,047</u>	<u>(28,860)</u>	<u>3,480,187</u>
<b>Expenses</b>					
Salaries and related taxes	1,294,082	-	1,294,082	-	1,294,082
Other operating	133,447	-	133,447	-	133,447
Program services	1,832,702	-	1,832,702	-	1,832,702
Seminars, meetings, and workshops	214,639	-	214,639	-	214,639
Depreciation	3,078	-	3,078	-	3,078
Provision for bad debts	<u>3,526</u>	<u>-</u>	<u>3,526</u>	<u>-</u>	<u>3,526</u>
Total expenses	<u>3,481,474</u>	<u>-</u>	<u>3,481,474</u>	<u>-</u>	<u>3,481,474</u>
Change in net assets from operations	(71,509)	99,082	27,573	(28,860)	(1,287)
Net realized and unrealized loss on investments	<u>(65,963)</u>	<u>-</u>	<u>(65,963)</u>	<u>-</u>	<u>(65,963)</u>
Total change in net assets	(137,472)	99,082	(38,390)	(28,860)	(67,250)
Net assets, beginning of year	<u>838,423</u>	<u>547,827</u>	<u>1,386,250</u>	<u>476,148</u>	<u>1,862,398</u>
Net assets, end of year	<u>\$ 700,951</u>	<u>\$ 646,909</u>	<u>\$ 1,347,860</u>	<u>\$ 447,288</u>	<u>\$ 1,795,148</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Cash Flows**

**Years Ended December 31, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ (104,813)	\$ (67,250)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	3,078	3,078
Net realized and unrealized (gain) loss on investments	(178,765)	65,963
(Recovery) provision for bad debts	(3,129)	3,526
(Increase) decrease in		
Accounts receivable	129,291	137,271
Prepaid expenses	(3,434)	(185)
Increase (decrease) in		
Accounts payable	138,414	(404,771)
Accrued payroll and related amounts	15,162	(8,287)
Due to/from affiliates	15,223	(5,116)
Deferred revenue	<u>2,567</u>	<u>203</u>
Net cash provided (used) by operating activities	<u>13,594</u>	<u>(275,568)</u>
Cash flows from investing activities		
Purchases of investments	-	(10,548)
Proceeds from sale of investments	<u>10,021</u>	<u>10,451</u>
Net cash provided (used) by investing activities	<u>10,021</u>	<u>(97)</u>
Net increase (decrease) in cash and cash equivalents	23,615	(275,665)
Cash and cash equivalents, beginning of year	<u>570,277</u>	<u>845,942</u>
Cash and cash equivalents, end of year	<u>\$ 593,892</u>	<u>\$ 570,277</u>

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### Organization

Foundation for Healthy Communities (Foundation) was organized to conduct various activities relating to healthcare delivery process improvement, health policy, and the creation of healthy communities. The Foundation is controlled by New Hampshire Hospital Association (Association) whose purpose is to assist its members in improving the health status of the people receiving healthcare in New Hampshire.

### 1. Summary of Significant Accounting Policies

#### Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Foundation for the year-ended December 31, 2019. Adoption of this ASU did not have a material impact on the Foundation's financial reporting.

The Foundation also adopted FASB ASU No. 2016-01, *Financial Instruments - Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*, during the year ended December 31, 2019. The ASU was issued to enhance the reporting model for financial instruments to provide users of financial statements with more decision-useful information. This ASU changes how entities account for equity investments that do not result in consolidation and are not accounted for under the equity method of accounting. The accompanying financial statements reflect the adoption of this ASU.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Foundation for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Foundation's financial reporting.

#### Use of Estimates

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

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### Basis of Presentation

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

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Foundation. These net assets may be used at the discretion of the Foundation's management and the Board of Trustees.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Foundation or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets. At December 31, 2019 and 2018, the Foundation did not have any funds to be maintained in perpetuity.

### Cash and Cash Equivalents

For purposes of reporting in the statements of cash flows, the Foundation considers all bank deposits with an original maturity of three months or less to be cash equivalents.

### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

### Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position. Interest and dividends are included in the changes in net assets from operations.

Investments, in general, are exposed to various risks such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful lives of each class of depreciable asset and is computed using the straight-line method.

### Employee Fringe Benefits

The Foundation has an "earned time" plan under which each employee earns paid leave for each period worked. These hours of paid leave may be used for vacation or illnesses. Hours earned but not used are vested with the employee and may not exceed 30 days at year-end. The Foundation accrues a liability for such paid leave as it is earned.

### Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support for net assets with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as "net assets released from restrictions". If there are unused grant funds at the time the grant restrictions expire, management seeks authorization from the grantor to retain the unused grant funds to be used for other unspecified projects. If the Foundation receives authorization from the grantor, then the Board of Trustees or management internally designates the use of those funds for future projects. These amounts are released from net assets with donor restrictions to internally designated net assets without donor restrictions and reported in the statement of activities and changes in net assets as "net assets released from restrictions".

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Foundation has met the grant conditions.

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Grant funds awarded of which conditions have been met in the year of award are reported in the consolidated statement of activities and change in net assets included in program services.

Contributions of long-lived assets are reported as support for net assets without donor restrictions unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### Change in Net Assets from Operations

The statement of activities and changes in net assets include a measure of change in net assets from operations. In 2019, the Foundation adopted FASB ASU No. 2016-01; as a result, net realized and unrealized gain are included in operations. At December 31, 2018, net realized and unrealized gains are included in operations. At December 31, 2018, net realized and unrealized losses were excluded from change in net assets from operations.

### Income Taxes

The Foundation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

### Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through REPORT DATE, which was the date that the financial statements were available to be issued.

## 2. Availability and Liquidity of Financial Assets

The Foundation regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Foundation considers all expenditures related to its ongoing activities and general and administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Foundation operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As of December 31, 2019, the Organization has working capital of \$814,638 and average days (based on normal expenditures) cash on hand of 185 which includes cash and cash equivalents, and investments.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2019 and 2018**

The following financial assets could readily be available within one year of the statements of financial position date to meet general expenditure at December 31:

	<u>2019</u>	<u>2018</u>
Financial assets		
Cash and cash equivalents	\$ 593,892	\$ 570,277
Accounts receivable, net	357,452	483,614
Due from affiliate	112,530	113,330
Investments	<u>872,550</u>	<u>703,806</u>
Total financial assets	1,936,424	1,871,027
Donor-imposed restrictions		
Restricted funds	<u>(360,350)</u>	<u>(447,288)</u>
Financial assets available at year-end for current use	<u>\$ 1,576,074</u>	<u>\$ 1,423,739</u>

At December 31, 2019 and 2018, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and accounts receivable, net.

**3. Investments**

The composition of investments as of December 31 is set forth in the following table. Investments are stated at fair value.

	<u>2019</u>	<u>2018</u>
Marketable equity securities	\$ 228,985	\$ 216,722
Mutual funds	<u>643,565</u>	<u>487,084</u>
	<u>\$ 872,550</u>	<u>\$ 703,806</u>

**4. Net Assets with Donor Restrictions**

Net assets with donor restrictions of \$360,350 and \$447,288 consisted of specific grant programs as of December 31, 2019 and 2018, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

### 5. Conditional Promise to Give

During 2016, the Foundation was awarded a grant from the State of New Hampshire in an amount not to exceed \$1,800,000 to facilitate the expansion of New Hampshire's addiction identification and overdose prevention activities. Since the original award, the State of New Hampshire has amended the award amount increasing the grant to an amount not to exceed \$4,575,824 as of December 31, 2019. Receipt of the grant and recognition of the related revenue is conditional upon incurring qualifying expenditures. For the years ended December 31, 2019 and 2018, the Foundation recognized program and grant support related to this award in the amount of \$552,082 and \$941,414, respectively.

### 6. Related Party Transactions

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2019 and 2018 was \$40,331 and \$48,909, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2019 and 2018 was \$160,362 and \$155,552, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2019 and 2018, the Foundation owed the Association \$61,687 and \$47,264, respectively, for services and products provided by the Association.

The Association owed the Foundation \$112,530 and \$113,330 as of December 31, 2019 and 2018, respectively, for support allocated to the Foundation. For the years ended December 31, 2019 and 2018, the Foundation received support from the Association in the amount of \$443,120 and \$423,121, respectively.

### 7. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2019 and 2018 was \$45,109 and \$43,219, respectively.

### 8. Functional Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated to general and administration include salaries and related taxes, allocated based on the estimated time to be utilized on programs and insurance and depreciation, allocated using bases estimating the proportional allocation of total building square footage.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2019 and 2018**

Expenses related to services provided for the public interest are as follows:

	<u>2019</u>	<u>2018</u>
Program services		
Salaries and related taxes	\$ 1,159,959	\$ 1,130,347
Office supplies and other	157,187	269,153
Occupancy	32,053	36,104
Subrecipients	491,629	870,820
Subcontractors	606,778	718,048
Seminars, meetings and workshops	222,646	246,791
Insurance	3,415	3,011
Depreciation	<u>2,463</u>	<u>2,462</u>
Total program services	<u>2,676,130</u>	<u>3,276,736</u>
General and administrative		
Salaries and related taxes	187,010	163,735
Office supplies and other	849	3,826
Occupancy	25,520	31,028
(Recovery) provision for bad debts	(3,129)	3,526
Insurance	2,277	2,007
Depreciation	<u>616</u>	<u>616</u>
Total general and administrative	<u>213,143</u>	<u>204,738</u>
	<u>\$ 2,889,273</u>	<u>\$ 3,481,474</u>

**9. Concentrations of Credit Risk**

From time-to-time, the Foundation's total cash deposits exceed the federally insured limit. The Foundation has not incurred any losses and does not expect any in the future.

**10. Fair Value Measurement**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2019 and 2018

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Foundation's investments are measured at fair value on a recurring basis and are considered Level 1.

### 11. Uncertainty

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Foundation as of REPORT DATE, management believes that a material impact on the Foundation's financial position and results of future operations is reasonably possible.



Foundation for  
Healthy Communities

## BOARD OF DIRECTORS 2020

Kris Hering, RN, Chair	Chief Nursing Officer, Spear Memorial Hospital
Jay Couture, Vice Chair	President and CEO, Seacoast Mental Health Center
Stephen Ahnen, Secretary / Treasurer	President, NH Hospital Association
Peter Ames, <i>ex officio</i>	Executive Director, Foundation for Healthy Communities
Helen Taft, Immediate Past Chair	Former Executive Director, Families First
George Blike, MD	Chief Quality and Value Officer, Dartmouth-Hitchcock
Mary DeVeau, RN	Former CEO, Concord Regional Visiting Nurse Association
Scott Colby	President, Upper Connecticut Valley Hospital
Lauren Collins-Cline	Director of Communications, Catholic Medical Center
James Culhane	President and CEO, Lake Sunapee Visiting Nurses Association
Mike Decelle	Dean, UNH Manchester
Fuad Khan, MD	Director of Behavioral Health, Wentworth-Douglass Hospital
Sue Mooney, MD	President and CEO, Alice Peck Day Memorial Hospital
Betsey Rhynhart	Vice President, Population Health, Concord Hospital
Jeff Scionti	President and CEO, Parkland Medical Center
Susan Walsh	Strategic Business Lead, NH, Harvard Pilgrim Health Care
Andrew Watt, MD	CIO, Southern New Hampshire Medical Center
Keith Weston, Jr, MD	Associate Medical Director, Anthem BCBS

## J. Scott Nichols

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Extensive training, knowledge and experience in all levels of emergency management and All-Hazards planning from regional, local and organizational perspectives. Proficient with all planning working with governmental, non-governmental and private sector stakeholders. Specialized skill set includes developing timelines, setting realistic and achievable goals, and the ability to bring people and groups together towards a common purpose.

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### WORK EXPERIENCE

#### **Granite State Health Care Coalition**

12/2017-Present

##### ■ **Director**

- Responsible for building and implementing a statewide healthcare coalition to build readiness, and resilience across the healthcare continuum for all-hazard emergencies.
- Direct support to State Emergency Support Function 8-Health and Medical
- Help, educate and aid healthcare entities with their Centers for Medicaid and Medicare Services and State of New Hampshire licensing certification requirements.
- Wrote Governance document and assembled a comprehensive Leadership Team that meets monthly
- Responsible for tracking of grant deliverables working within a specific budget while responding to real-life events.
- Provide mentorship and supervision to other health care coalition staff.
- Set future course of coalition based on best practices and lessons learned
- Build and sustain coalition membership through active engagement and providing value by addressing unmet needs and assisting with ever changing regulations.

#### **New Hampshire Department of Homeland Security and Emergency Management**

08/2015-12/2017

##### ■ **Emergency Management Trainer** assigned to the school readiness program.

- Responsible for conducting and writing a comprehensive report for school security assessments with a focus on access control, surveillance, and alerting.
- Assist schools with individual Emergency Operations Plan development for an All-Hazards approach to include providing technical assistance as needed.
- Assist schools and SAU's with a hazard vulnerability analysis to determine greatest threats.
- Conduct, build, and evaluate utilizing HSEEP approved methods customized training programs and exercises for public safety, schools, bus drivers and businesses.
- Experience writing after action reports and improvement plans.
- Responsible for tracking of all training and assessments conducted.
- Conduct employment backgrounds for NH Homeland Security and Emergency Management.

- **Regional Catastrophic Planner** assigned as a liaison with New Hampshire Homeland Security and Emergency Management. Developed overarching response plans that cover the states of New Hampshire, Massachusetts; Rhode Island and the cities of Boston and Providence. Responsibilities included coordinating and facilitating cooperation between multiple governmental and non-governmental agencies towards a common goal.
  - Wrote governance for a Regional Mass Care Working group with the six New England States to help them communicate and develop processes to address needs and share resources during a mass care response.
  - Project Lead or Co-Lead for New England regional plans for Mass Care and Sheltering, Disaster Housing, Evacuation; Cyber Disruption Response; Commodities Distribution, and All-Hazards Response.
  - Project Manager for a statewide emergency preparedness campaign which included television and radios ads. As part of this project, we updated the ReadyNH.gov website and changed the logos and branding.
  - Conduct employment backgrounds for NH Homeland Security and Emergency Management.
  - Developed Requests for Proposals (RFP's) for projects, conducted contractor interviews, set deadlines, and tracked expenses.
  - Conducted briefings and meetings with federal, state, and local governmental and non-governmental agencies on project developments, expense allocation, and deadline tracking.

**Concord New Hampshire Police Department**

12/1988 to 07/2011

*Police Lieutenant*

- **Watch Commander:** Monitored intelligence reports from Homeland Security and NH State Police. Worked in conjunction with FBI, ICE, Secret Service, ATF and US Customs to assist them with local intelligence and apprehension as needed. Developed, administered and evaluated public health and emergency preparedness plans and drills for governmental and non-governmental agencies. Responsible for the supervision, development, mentoring, and motivation of first line supervisors. Mediation of personnel issues including discipline, receiving and investigation of personnel complaints. Accountable for work productivity of entire shift. Required quick problem solving and critical decision making.
- **Planning and Evaluation Lieutenant** required skills in grant compliance and tracking, grant writing, statistical crime and accident analysis, crime forecasting, policy writing, and creative problem solving. Assisted management with budget preparation. Wrote departmental policies for incident response specifically in the area of All-Hazards Incident Command, and terrorist related activities such as suspicious packages, weapons of mass destruction, and bomb response.

*Police Sergeant*

**Detective Sergeant** Criminal Investigations Division, responsible for the supervision of a specialized team of drug investigators that tracked, detected and apprehended persons trafficking in illicit drugs. Extensive liaison work with prosecutors, probation/parole officers and other non-governmental individuals. Operated within a unit budget, formulated tactical raid plans and developed a Drug Unit Supervisors Operations Manual.

- **Auxiliary Services Supervisor** served as the Assistant Manager in the overseeing of a multi-million dollar building renovation coordinating contractors for a new dispatch center and the implementation of a new phone system. Position held accountable to a strict budget to include the tracking of equipment and resources. Accountable for the maintenance of computers, building and equipment by use of competitive bids and the development of Request for Proposals including design builds. Supervised both sworn officers and civilian positions.
- **First Line Supervisor** responsible for the supervision of patrol officers, overseeing Community Policing Initiatives, writing personnel evaluations and overseeing day-to-day general law enforcement activities. Assisted with the hiring of new officers through conducting pre-hire oral boards and extensive background investigations.

#### RELEVANT EXPERIENCE AND ACCOMPLISHMENTS

- POD Manager for a Mass Vaccination Clinic during a H1N1 public health event supervising multiple trades and personnel.
- Original member of the Capital Area Public Health Network and Regional Coordinating Committee (RCC).
- Co-authored statewide Smallpox response plan in 2004.
- Federal and New Hampshire State Instructor for the Incident Command System including IS-100 and IS-200 level classes.
- Assisted in the development of a Commodities Distribution Plan for the City of New York that was utilized during the Hurricane Sandy Response.
- Homeland Security Exercise and Evaluation Program (HSEEP) Evaluator.
- Instructor for CRASE – Civilian Response for Active Shooter Events and ALICE – Alert, Lockdown, Inform, Counter, Evacuate; used for active threat training in the workplace and schools.

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#### EDUCATION

**Franklin Pierce College**  
MBA in Leadership

**Franklin Pierce College**  
BS in Business Management

# SHAYLIN M. LIPMAN

## PROFESSIONAL EXPERIENCE

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### **Foundation for Healthy Communities, Granite State Health Care Coalition- Concord, NH**

#### **Program Coordinator- January 2018-Present**

- Works with HCC Director and Exercise and Training Officer to monitor implementation of HCC contract including keeping abreast of federal and state requirements.
- Provides technical assistance to HCC members and partners.
- Maintains accurate and up-to-date contact information for HCC membership.
- Prepares and distributes meeting announcements, agendas, minutes and correspondence for a variety of groups as needed.
- Works with subcontractors/ vendors as needed.
- Manages all administrative tasks related to the project including internal and external financial and program reporting requirements.
- Establishes and maintains timely communication and education with all project stakeholders including newsletters and other information dissemination.
- Composes HCC plans and annexes in collaboration with subject matter experts and partners.

### **Worcester Division of Public Health, Department of Health and Human Services- Worcester, MA**

#### **Regional Hospital Coordinator- October 2016- January 2018**

- Provides technical assistance to Region 2 Health and Medical Coordinating Coalition (HMCC) members with a primary focus on hospitals and healthcare organizations.
- Serves as liaison between the Massachusetts Department of Public Health (MDPH) and the ten hospitals, and additional healthcare facilities, located within Region 2.
- Serves as 24/7 Duty Officer and emergency contact for Central Massachusetts Regional Public Health Alliance (CMRPHA) as well as all healthcare facilities in Region 2.
- Attends all emergency preparedness meetings, trainings, and exercises throughout the region and the state as required.
- Coordinates and facilitates all Healthcare Emergency Management Committee Meetings, including preparing meeting agendas and distributing meeting minutes.
- Monitors and ensures completion of Hospital Preparedness Program (HPP) grant requirements and deliverables including creating the Budget Period 1 (Fiscal Year 2018) work plan and budget.
- Supports regional health and medical emergency preparedness planning initiatives.
- Supports hospitals and healthcare facilities as required during disasters and public health emergencies including disseminating timely situational awareness statements and collecting pertinent facility operational status updates.
- Performs site visits to hospitals to ensure emergency plans and policies align with state and federal guidelines.
- Builds and maintains relationships with local and state partners.
- Completed 2017 Regional Hospital Hazard Vulnerability Analysis (HVA).
- Composed and amended the Worcester Division of Public Health/ CMRPHA Emergency Operations Plan.

### **Big Brothers Big Sisters of New Hampshire- Nashua, NH**

#### **Enrollment and Matching Supervisor- April 2015- October 2016**

- Interviewed, assessed, and determined potential volunteer eligibility with child safety as top priority in the Big Brothers Big Sisters mentoring program.
- Coordinated and led volunteer group trainings pertaining to guidelines, rules, and child safety.
- Coordinated background check processes for potential volunteers.
- Matched volunteers with children facing adversity in the Greater Nashua area.

### **Citizen Schools- Boston, MA**

#### **Human Resources Assistant/ Emergency Management Contractor- December 2012- March 2015**

- Composed regional, nationwide, and local Emergency Operation Plans for Citizen Schools.
- Led assessment, audit, and evaluation of current partner school Emergency Action Plans for twenty-nine schools in seven states across the nation.
- Managed all filing systems and various online databases.

**Psychological First-Aid Trainer for City Year New York- New York, NY- August 2013- December 2013**

- Trained over 250 AmeriCorps City Year members working with New York City youth post Hurricane Sandy on coping strategies and trauma response in schools.

**Riverside Community Care- Needham, MA**

**Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2011-July 2012**

- Outreached to survivors beginning three months after the federally declared June 1, 2011 tornado.
- Provided affected families and individuals with referrals to resources, coping skills, and disaster preparedness and stress management information.
- Created and delivered disaster preparedness, wellness and stress management presentations to multiple community groups.
- Co-lead local media campaign designed to reach thousands of tornado survivors.
- Member of Pathway to Renewal Long Term Recovery Group assisting tornado survivors with unmet needs.

**Riverside Community Care, Needham, MA**

**Team Leader/ Crisis Counselor, Crisis Counseling Assistance and Training Program Grant- August 2010-April 2011**

- Co-created statewide disaster recovery program in response to the federally declared March 2010 floods.
- Managed team of three crisis counselors and one administrative assistant.
- Provided outreach and disaster preparedness presentations to hundreds of flood survivors in Norfolk, Essex and Worcester Counties.
- Member of Northern MA Long Term Recovery Group assisting dozens of flood survivors with unmet needs.

**Family Service, Inc.- Lawrence, MA**

**AmeriCorps Ambassador of Mentoring, Big Friends Little Friends- August 2009-July 2010**

- Matched caring adults with local youth facing adversity in a mentoring relationship.
- Trained volunteers and parents on program guidelines, procedures, and safety.

**American Red Cross- NH Gateway Chapter- Nashua, NH**

**AmeriCorps \*Vista Member- August 2008-August 2009**

- Served in the Disaster Services Department assisting the Disaster Services Director with all disaster operations by supporting citizens through the response and recovery phase of disasters.
- Deployed to Houston, Texas in September of 2008 to assist with mass care in mega shelters during Hurricane Ike.
- Managed a local shelter for three days during the 2008 Ice Storm supervising a group of twenty volunteers and one hundred citizens.
- Created and led various trainings for the Disaster Action Team.

**New Hampshire Division of Homeland Security and Emergency Management- Concord, NH**

**Intern- May 2006-August 2006**

- Full time internship assisting preparedness, response and recovery functions at the New Hampshire Division of Homeland Security and Emergency Management.
- Assisted with community outreach efforts during the Emergency Operation Center activation during the Spring 2006 floods.

**EDUCATION**

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Master of Science, Anna Maria College, 2014

Emergency Management, GPA: 4.0

Bachelor of Arts, Keene State College, 2008

U.S. History Major, Sociology Minor, GPA: 3.48

**CERTIFICATIONS**

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National Incident Management System, Incident Command System: IS-100, IS-120, IS-130, IS-200, IS-634, IS-700, IS-703, IS-800, and IS-808 as well as HSEEP.

## CHELSEA ST. GEORGE

### EDUCATION

Southern New Hampshire University  
**Master of Science in Management, Emergency Management** In Progress  
Expected date of completion: February 2021

MCPHS University, Boston, MA  
**Master of Public Health** 2016  
Capstone: "Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local  
Disaster Resiliency through Public-Private Partnerships"  
National Honor Society, Phi Kappa Phi

MCPHS University, Boston, MA  
**B.S. Pre-Medical and Health Studies** 2014  
Minors: Molecular Biology and Public Health

### RELATED EXPERIENCE

Foundation for Healthy Communities, Granite State Health Care Coalition  
**Healthcare Coalition Exercise and Training Officer** October 2019 - Present

- Support the development and implementation of regionalized exercise, training, and education strategies for statewide health care coalition for the purposes of emergency preparedness planning, response, and recovery.
- Provide technical assistance to health care coalition (HCC) members.
- Review training needs of HCC members and develop strategies to meet training and exercise needs.
- Assist HCC members in all aspects of exercise development and exercise implantation.
- Assist the HCC Director and HCC Program Coordinator in completing all grant deliverables on-time.
- Work with HCC Director and HCC Program Coordinator to manage all administrative tasks related to the project including internal and external financial and program reporting requirements.

City of Nashua, Division of Public Health and Community Services  
**Public Health Emergency Preparedness Coordinator** Aug 2016- Oct 2019

- Coordinate, integrate, and implement public health emergency preparedness and response plans and programs consistent with citywide policies and federal standards
- Facilitate collaboration and partnerships to ensure participation of key stakeholders in whole-community public health preparedness and response
- Identify and implement outreach and training opportunities for whole community emergency preparedness
- Respond to emergencies with public health impact and assist in connecting survivors with recovery assistance

**Community Emergency Response Team Program Manager, Lead Instructor** Feb 2017- Oct 2020

- Develop an effective course structure that maximizes learning
- Deliver appropriate course content consistent with national curriculum
- Identify and support learning needs of adults and adolescents

## City of Nashua, Office of Emergency Management

**Emergency Management Coordinator**

Jan – Aug 2016

- Develop and complete emergency operations plans, continuity of operations plans, and standard operating procedures
- Organize and assist with Community Emergency Response Team basic training, exercises, and continuing education
- Serve as liaison for regional emergency preparedness conferences and meetings to the Office of Emergency Management

**Intern**

Aug - Dec 2015

- Develop and enhance public-private partnerships and engage non-traditional responders to become part of whole-community emergency planning and response
- Research, develop, and implement a sustainable local Voluntary Organizations Active in Disaster (VOAD) program

**PRESENTATIONS**

*"Introducing the Resilient Nashua Toolkit: An Online Dashboard for Promoting Whole Community Preparedness and Resilience through Emergency Planning"*

Presented at the NACCHO Preparedness Summit in St. Louis, MO

2019

*"Ensuring Access After Emergencies Through Emergency Preparedness Education and Continuity of Operations Planning in Substance Use Disorder Medical Treatment Facilities in Nashua, NH"*

Poster to be presented at the American Public Health Association Annual Conference in San Diego, CA.

2018

*"A Regional Approach to Meeting the CMS Final Preparedness Rule Requirements: Nashua Regional Healthcare Preparedness Tabletop Exercise"*

Speaker at the National Association of County and City Health Officials (NACCHO) Preparedness Summit - Atlanta, GA

2018

*"Translating National and State Recovery Assets in Local Emergency Preparedness, Response, and Recovery Frameworks: Nashua Voluntary Organizations Active in Disaster"*

Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA

2018

*"Leveraging the CASPER Emergency Response Protocols to Identify Opportunities for Community-Based Preparedness Interventions that Enhance Disaster Resilience"*

Poster presented at the National Association of County and City Health Officials (NACCHO) Preparedness Summit- Atlanta, GA

2018

*"Municipal Voluntary Organizations Active in Disaster (VOAD): Building Local Disaster Resiliency through Public-Private Partnerships"*

Poster presented at the MCPHS University Graduate Poster Session – Boston, MA

2016

**MEMBERSHIPS**

International Association of Emergency Managers (IAEM) – Region 1

Phi Kappa Phi National Honor Society

**Foundation for Healthy Communities**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
J. Scott Nichols	Director, Granite State Health Care Coalition	\$79,568	100%	\$79,568
Shaylin Lipman	Program Coordinator, Granite State Health Care Coalition	\$63,654	100%	\$63,654
Chelsea St. George	Exercise and Training Officer, Granite State Health Care Coalition	\$60,000	100%	\$60,000



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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June 3, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend an existing contract with the Foundation for Healthy Communities (Vendor # 154533-B001), 125 Airport Road, Concord, NH 03301, to serve as the Administrative Lead Organization of a statewide Health Care Coalition of organizations from across the health care sector in order to prepare for, respond to and recover from emergencies by increasing the price limitation by \$1,330,000 from \$1,224,000 to \$2,554,000 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on September 13, 2017 (Item #13).

Funds are anticipated to be available in State Fiscal Year (SFY) 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets.

**95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS 100% Federal**

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	90077700	\$612,000	(\$211,925)	\$400,075
2019	102-500731	Contracts for Program Services	90077700	\$612,000	\$137,257	\$749,257
2020	102-500731	Contracts for Program Services	90077700	\$0.00	\$689,668	\$689,668
2021	102-500731	Contracts for Program Services	90077700	\$0.00	\$615,000	\$615,000
			Subtotal:	\$1,224,000	\$1,230,000	\$2,454,000

**95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HPP  
 EBOLA PREPAREDNESS 100% Federal**

State Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Program Services	90077735	\$0.00	\$100,000	\$100,000
			Subtotal	\$0.00	\$100,000	\$100,000
			Total:	\$1,224,000	\$1,330,000	\$2,554,000

**EXPLANATION**

The purpose of this request is to continue supporting New Hampshire's statewide Health Care Coalition through the services of an Administrative Lead Organization in order to prepare for, mitigate, respond to and recover from emergencies that impact the health care sector.

Approximately 1.3 million individuals will be served from July 1, 2019 through June 30, 2021 through contracted services.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two years remaining at this time.

The Administrative Lead Organization will continue to coordinate preparedness and response activities among health care organizations, which is the primary requirement for receiving federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Such activities assist in the prevention or reduction in illnesses and deaths during emergencies. The Health Care Coalition conducts statewide assessments related to potential hazards that impact the health care sector and provides training and technical assistance to its members to address gaps. The Health Care Coalition also assists the State of New Hampshire with emergency planning and preparedness activities in order to mitigate the impact of emergencies on the citizens of New Hampshire.

The New Hampshire Health Care Coalition includes members from across the health care sector including, but not limited to:

- Hospitals and hospital-based health systems;
- Emergency medical services;
- Emergency management services;
- Public health; and
- Long-term care facilities, home health, primary care, and specialty practices.

The Administrative Lead Organization will continue to provide administrative management services that will support the Health Care Coalition. The selected Vendor will guide the Health Care Coalition in providing essential services by conducting activities that will promote capabilities including but not limited to:

- Ensuring the community's health care organizations and other stakeholders are coordinated in order to identify hazards and risks as well as prioritize and address gaps through planning, training, exercising and managing resources;
- Coordinating health care and medical responses so members of the Health Care Coalition can share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events;
- Ensuring continuity of health care service delivery by ensuring health care workers are well-trained, well-educated, and well equipped to care for patients during emergencies; and
- Assisting in coordinating information and available resources so members can maintain services during a surge when medical resources are needed/.

The following performance measures/objectives are used to measure the effectiveness of the amendment agreement:

- Percentage of participation of core member organizations (acute care hospitals, EMS, emergency management, public health) in the Health Care Coalition: 100%
- On an annual basis, complete at least (2) redundant communication drills to test the effectiveness of systems and platforms used for information sharing (e.g., bed/resource tracking, amateur and commercial radios, satellite phones, Health Alert Network, etc.): Completed January 30, 2019 and May 15, 2019
- Conduct annual Coalition Surge Test to simulate evacuation and placement of 20% of New Hampshire's acute care bed capacity: Completed May 3, 2018
- Conduct a Hazard Vulnerability Assessment: Completed Spring 2018
- Develop a Health Care Coalition Preparedness Plan by June 30, 2018: Completed

Should the Governor and Executive Council not approve this request, New Hampshire's emergency preparedness and response capabilities may be less coordinated and comprehensive throughout the state. Without an Administrative Lead Organization to implement a health care coalition that coordinates preparedness and response activities among health care organizations, the Department may lose federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Developing a strong, statewide infrastructure to convene, coordinate, and facilitate an improved systems-based approach will, over time, reduce costs and improve health outcomes.

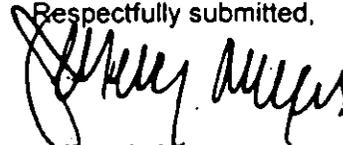
Area served: statewide.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

Source of Funds: 100% Federal Funds from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response, Hospital Preparedness Program Cooperative Agreement.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers

Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Health Care Coalition for  
Emergency Preparedness, Response and Recovery

This 1<sup>st</sup> Amendment to the Health Care Coalition for Emergency Preparedness, Response and Recovery contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 125 Airport Road, Concord NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 13, 2017, (Item #13), as the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1:7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1:8, Price Limitation, to read:  
\$2,554,000.
3. Form P-37, General Provisions, Block 1:9, Contracting Officer for State Agency, to read:  
Nathan White, Director.
4. Form P-37, General Provisions, Block 1:10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment



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**#1, Scope of Services.**

6. Delete Exhibit B, Method and Conditions Precedent to Payment and replace in its entirety with Exhibit B, Amendment #1 Method and Conditions Precedent to Payment.
7. Delete Exhibit B-2, Budget Sheet in its entirety and replace with Exhibit B-2, Amendment #1, Budget Sheet.
8. Add Exhibit B-3, Amendment #1, Budget Sheet
9. Add Exhibit B-4, Amendment #1, Budget Sheet
10. Delete Exhibit K, DHHS Information Security Requirements and replace with Exhibit K, Amendment #1, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire  
Department of Health and Human Services

6/6/19  
Date

*Lisa Morris*  
Lisa Morris:  
Director:

Foundation for Healthy Communities

6/3/19  
Date

*Peter Ames*  
Name: Peter Ames  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 3rd June 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Sally L. Short*  
Signature of Notary Public or Justice of the Peace

Sally L. Short  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Oct 3, 2023



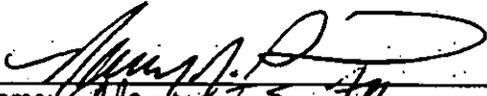
New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2019  
Date

  
Name: Nancy J. Smith  
Title: Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall guide, facilitate and support the Health Care Coalition (HCC) to self-leadership and sustainability in order to ensure high-level objectives are taken to prepare for, respond to, and recover from emergencies in the State of New Hampshire in a manner that represents the ideal state of readiness in the United States.

2. Scope of Services

- 2.1. The Contractor shall guide the Health Care Coalition (HCC) in providing essential services by conducting activities that will promote the four (4) healthcare preparedness and response capabilities that include, but are not limited to:
  - 2.1.1. Foundation for Health Care and Medical Readiness – The Contractor shall maintain a sustainable HCC that ensures the community's health care organizations and other stakeholders are coordinated in order to:
    - 2.1.1.1. Identify hazards, risks, and needs.
    - 2.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.
    - 2.1.1.3. Coordinate training and exercises, and procure resources as needed and approved by the Department, to increase and maintain healthcare system readiness for high-threat infectious diseases.
  - 2.1.2. Health Care and Medical Response Coordination – The Contractor shall assist with the coordination of health care organizations, the HCC and their jurisdictions, and the Emergency Support Function 8 (ESF-8) – Health & Medical, through a collaborative approach that promotes:
    - 2.1.2.1. Sharing and analyzing of information.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

- 2.1.2.2. Managing and sharing of resources.
- 2.1.2.3. Assisting the Department in implementing and training HCC membership in the use of a Healthcare Incident Management System.
- 2.1.2.4. Coordinating strategies to deliver medical care to all populations during emergencies and planned events.
- 2.1.3. Continuity of Health Care Service Delivery – The Contractor shall:
  - 2.1.3.1. Support health care organizations to provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure.
  - 2.1.3.2. Assist health care organizations with ensuring health care workers are well trained, well educated, and well equipped to care for patients during emergencies.
  - 2.1.3.3. Assist health care organizations with ensuring simultaneous response and recovery operations result in a return to normal or improved operations.
- 2.1.4. Medical Surge – The Contractor shall assist the HCC with delivering timely and efficient care to patients even when demands for health care services exceed available supply. The Contractor shall:
  - 2.1.4.1. Assist the HCC with coordination of information and available resources so members can maintain conventional surge response.
  - 2.1.4.2. Assist the HCC when an emergency overwhelms the HCC's collective resources.
  - 2.1.4.3. Assist the HCC to support the health care delivery system's transition to contingency and crisis surge response.
  - 2.1.4.4. Assist the HCC to support the health care delivery system with transitioning to timely conventional standards of care as soon as the emergency subsides.
- 2.2. The Contractor shall maintain core HCC membership that must include, at a minimum, hospitals, Emergency Medical Services (EMS), emergency management organizations and public health agencies. The Contractor shall:
  - 2.2.1. Work with the HCC leadership team to prioritize, identify and recruit additional members, such as outpatient care centers, specialty care centers, long-term care, as well as additional functional entities to support acute healthcare service delivery such as medical supply chain



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

- organizations, pharmacies, blood banks, clinical labs, federal health care organizations, outpatient care centers, and long term care organizations.
- 2.2.2. Identify a partner hospital or healthcare organization to lead or co-lead the HCC.
  - 2.2.3. Assess the need for and conduct as appropriate the following activities with the leadership team:
    - 2.2.3.1. Strategic planning.
    - 2.2.3.2. Gap analysis.
    - 2.2.3.3. Operational planning.
    - 2.2.3.4. Information sharing.
    - 2.2.3.5. Resource assessment.
  - 2.2.4. Collect contact information, which shall be:
    - 2.2.4.1. Reviewed and updated on a quarterly basis.
    - 2.2.4.2. Distributed to HCC members and partners as appropriate.
  - 2.2.5. Ensure each member of the HCC signs a letter of commitment and participation when recruited into the HCC.
  - 2.2.6. Ensure HCC leadership team members NIMS training based on evaluation of existing NIMS education levels and need.
  - 2.2.7. Recruit members of the HCC leadership team to attend the HCC Leadership Course offered by the Center for Domestic Preparedness (CDP) and submit application to CDP after review and approval by the Department.
- 2.3. The Contractor shall ensure specific activities to lead the HCC include, but are not limited to:
- 2.3.1. Maintaining a governance structure and necessary processes and charters to execute activities related to health care delivery system readiness and coordination by guiding the HCC members in maintaining a charter and determining the parameters of the organization, which shall include but not be limited to:
    - 2.3.1.1. Outlining how the HCC interfaces and coordinates with the ESF 8.
    - 2.3.1.2. Developing membership, leadership and voting structures.
    - 2.3.1.3. Establishing rules and committees.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

- 2.3.1.4. Determining orders of succession and delegations of authority.
- 2.3.2. Conducting an annual update to the HCC preparedness plan that meets the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (ASPR) requirements no later than June 30<sup>th</sup> of each year. The update due June 30<sup>th</sup>, 2020 must include information relative to supporting and promoting regional personal protective equipment procurement that meets ASPR requirements.
- 2.3.3. Conducting an annual update to the HCC response plan that meets ASPR requirements and uploading it to the Coalition Assessment Tool (CAT) by June 30<sup>th</sup> of each year.
- 2.3.4. Developing an annex to the HCC response plan addressing pediatric surge and uploading the annex to the CAT by April 1, 2020.
- 2.3.5. Developing annexes to the HCC response plan addressing burn and infectious disease surge and uploading the annexes to the Coalition Assessment Tool by April 1, 2021.
- 2.3.6. Participating in the Department's risk planning efforts.
- 2.3.7. Completing an annual hazard vulnerability analysis (HVA) that meets ASPR requirements to identify risks and impacts and upload in the CAT by June 30<sup>th</sup> of each year.
- 2.3.8. Ensuring that HCC-funded projects are tied to a hazard or risk identified in the HVA, and identified gap, or an activity identified during a corrective action process.
- 2.3.9. Completing a resource assessment to identify health care resources and services that could be coordinated and shared in an emergency that meets ASPR requirements.
- 2.3.10. Ensuring the capability exists for tracking information to share with HCC members.
- 2.3.11. Obtaining de-identified data from the US Department of Health and Human Services' emPOWER every six (6) months in order to identify populations with unique health care needs.
- 2.3.12. Promoting NIMS implementation among HCC members, including training and exercises, to facilitate operational coordination with public safety and emergency management organizations during an emergency using an incident command structure and assisting HCC members with incorporating NIMS components into their emergency



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

operations plans.

- 2.3.13. Participate in training and Exercise Planning Workshop (TEPW) on an annual basis that will result in an HSEEP-compliant Multi-Year Training and Exercise Plan (MYTEP). The training and exercise plan must include trainings related to protecting responders, employees, and their families from hazards during response and recovery operations, including trainings specific to personal protective equipment.
- 2.3.14. Scheduling, planning, and holding a statewide HCC conference at least one time during the contract period.
- 2.3.15. Ensuring that HCC members are included in evacuation, transportation and relocation planning and execution during exercises and real incidents in order to meet the ASPR Coalition Surge Test requirements.
- 2.3.16. Conducting other drills and exercises, which include but are not limited to:
  - 2.3.16.1. A tabletop/discussion-based exercise to validate the Pediatric Care Surge Annex.
  - 2.3.16.2. A tabletop/discussion-based exercise to validate the Burn Care Surge Annex.
  - 2.3.16.3. A tabletop/discussion-based exercise to validate the Infectious Disease Surge Annex.
  - 2.3.16.4. Smaller scale drills that may include but are not limited to:
    - 2.3.16.4.1. Periodic bed capacity drills using the Healthcare Incident Management System (HIMS).
    - 2.3.16.4.2. Communications drills using HAM radios.
    - 2.3.16.4.3. Exercises designed to meet member Centers for Medicare and Medicaid Services (CMS) obligations.
- 2.3.17. Complete ASPR's essential elements of information template and upload into the CAT by September 30<sup>th</sup> of each year. The Contractor shall:
  - 2.3.17.1. Leverage existing planning to broaden the scope of information to be inclusive of all HCC members.
  - 2.3.17.2. Ensure alignment with ASPR guidance and Health Insurance Portability and Accountability Act of 1996 (HIPAA).



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

regulations.

- 2.3.17.3. Incorporate planning for emergency public information coordination into the HCC work plan.
- 2.3.17.4. Participate in current and future federal health care situational awareness initiatives
- 2.3.18. Engaging or activating the HCC when an emergency has the potential to impact the health care delivery system or the public's health by working with the HCC to determine how the HCC will interact with ESF 8 and other response partners.
- 2.3.19. Planning and responding to address emergency department and inpatient surges in order to ensure immediate bed availability (IBA) of twenty (20) percent throughout the project period.
- 2.3.20. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements.
- 2.3.21. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches in order to meet the ASPR capabilities. The Contractor shall ensure committees address topics based on need, such as:
  - 2.3.21.1. Preparedness Planning.
  - 2.3.21.2. Functional Needs.
  - 2.3.21.3. Exercise Development and Planning Team(s).
  - 2.3.21.4. Resource Assessment.
  - 2.3.21.5. Response Structure.
  - 2.3.21.6. Information Sharing.
  - 2.3.21.7. Public Information.
  - 2.3.21.8. Clinical Engagement.
  - 2.3.21.9. CMS Rule Activities.
- 2.3.22. Publishing an Annual Report that captures HCC activities and outcomes that include, but are not limited to:
  - 2.3.22.1. HCC membership overview.
  - 2.3.22.2. HCC leadership team focus areas.

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6/3/19



**New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery**

**Exhibit A: Amendment #1**

- 2.3.22.3. Planned or real events that impacted HCC membership.
- 2.3.22.4. Documentation of ASPR performance measures.
- 2.3.22.5. Overview of ASPR capabilities and HCC involvement in accomplishing goals.
- 2.3.22.6. Review of past or future trainings, exercises and drills.
- 2.3.22.7. Other topics, as requested or required.
- 2.3.23. Preparing reports and gathering data, as required.
- 2.3.24. Preparing and distributing the HCC newsletter every six (6) months.
- 2.3.25. Conducting education and training programs based on the needs assessment of HCC members. The Contractor shall:
  - 2.3.25.1. Conduct an assessment that is designed to capture key indicators of HCC and HCC member response readiness.
  - 2.3.25.2. Ensure the survey identifies current preparedness and member training as well as technical assistance needs
  - 2.3.25.3. Ensure the needs assessment uses an approach that maximizes input while minimizing time demands.
- 2.3.26. Ensuring individuals who participate in educational and training programs are able to attain continuing education credits, when appropriate.
- 2.3.27. Educating key decision-makers and other stakeholder groups on the HCC.

**3. Workplan – Milestones, Tasks and Anticipated Complete Dates**

- 3.1. The Contractor shall implement the Health Care Coalition (HCC) Work Plan in accordance with the dates in Table 3.1.1, below.

Table 3.1.1

Milestone	Task	Anticipated Completion Date
1. Maintain the HCC	Maintain & Engage Core Membership	Ongoing
	Maintain Governance,	Ongoing



New Hampshire Department of Health and Human Services  
 Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

	including a Leadership Team	
	Recruit additional membership	Ongoing
	Convene members, coordinate and facilitate meetings	Ongoing
	Follow ASPR Guidelines throughout	Ongoing
2. HCC Plans	Update HCC Preparedness Plan	By June 30 <sup>th</sup> each year
	Update HCC Response Plan	By June 30 <sup>th</sup> each year
	Develop Draft HCC Response Plan Annex for Pediatric Surge	April 1, 2020
	Submit Final HCC Response Plan Annex for Pediatric Surge	June 30, 2020
3. Hazard Vulnerability Assessment (HVA)	Annual HVA completed	By June 30 <sup>th</sup> each year
4. Health Care Resource Assessment	Conduct Resource Inventory assessment and implement tracking system	By June 30, 2020
5. emPower Data	Obtain data from emPower	Ongoing
	Obtain data every 6 months	Ongoing
	Integrate into plans	Ongoing
6. Exercises	Participate in Training & Exercise Planning Workshop (TEPW) on an annual basis.	By June 30 <sup>th</sup> each year



New Hampshire Department of Health and Human Services  
 Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

	that will result in an HSEEP-compliant Multi-Year Training & Exercise Plan (MYTEP)	
	Conduct an ASPR Coalition Surge Test Annually Including Leading a Planning Team, Developing HSEEP-Compliant Materials, Facilitating and Evaluating the Exercise, and Developing an AAR/IP	By June 30 <sup>th</sup> each year
	Conduct a tabletop/discussion-based exercise to validate the Pediatric Care Surge Annex	06/30/2020
	Conduct a tabletop/discussion-based exercise to validate the Burn Care Surge Annex	06/30/2021
	Conduct a tabletop/discussion-based exercise to validate the Infectious Disease Care Surge Annex	06/30/2021
7. Other ASPR Exercises	Communications	Quarterly
	Exercises TBD	Annually
	Bed Tracking	Quarterly
8. Information Sharing	Information Sharing	Ongoing
9. Response	Engage and activate the HCC	As needed
10. Immediate Bed Availability (IBA)	Achieve 20% IBA	By June 30 <sup>th</sup> each year



New Hampshire Department of Health and Human Services  
 Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

11. Technical Assistance/Tools	Offer technical assistance to members	Ongoing
	Technical assistance shall be provided by the Contractor, HCC members with specific expertise, or partners	Ongoing
	Research and develop tools	Ongoing
	Tools shall be available from multiple sources and shared with HCC members	Ongoing
12. Annual Action Plans	Develop Action Plans	Ongoing
	Research	Ongoing
	Identify strategic approaches to ASPR Capabilities	Ongoing
13. Reports/Data	Write and distribute reports/collect data	Ongoing
	Submit Annual Workplan to CAT	Within thirty (30) days after contract effective date and by January 31 <sup>st</sup> of each year after
	Prepare Annual Report	By June 30 <sup>th</sup> each year
	Complete the ASPR Surge Estimator Tool	By January 1, 2020
	Assist Department in ASPR Reporting	Ongoing



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

	Collect data from HCC members	Ongoing
14. HCC Newsletter	Write Newsletter on HCC	Ongoing
	Gather stories	Ongoing
	Publish HCC Newsletter every six months	Ongoing
15. Training and Education	Coordinate training	Ongoing
	Conduct a training and education needs assessment	By June 30 <sup>th</sup> each year
	Schedule, plan, and hold an HCC conference	At least one time during contract period
	Evaluate potential emerging health threats	Ongoing
	Arrange for CEUs, as appropriate	Ongoing

3.2. The Contractor shall submit a final work plan with updated Anticipated Completion Dates to the Department for approval no later than ten (10) days after the contract effective date. Upload the work plan to the Coalition Assessment Tool (CAT) within thirty (30) days after the contract effective date.

3.3. The Contractor shall submit a draft workplan for the second year of this contract to the Department by January 31, 2020 for inclusion in the federal application for funding.

**4. Financial Management Services**

4.1. The Contractor shall perform financial management services as the Administrative Lead Organization (ALO) for the HCC.

4.2. The Contractor shall develop annual budgets for approval by the Department.

4.3. The Contractor shall upload a copy of the HCC budget into the Coalition Assessment Tool (CAT) within thirty (30) days of the contract effective date, or by July 31, 2019, whichever is later.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

- 4.4. The Contractor shall execute sub-contracts with vendors to procure goods and services.
- 4.5. The Contractor shall assist the Department with the necessary data or documentation of coalition activities in order to prepare applications for federal funds.
- 4.6. The Contractor shall document in-kind support to the HCC and cost sharing for activities using more than one source of funds that meet ASPR requirements.
- 4.7. The Contractor shall ensure Hospital Preparedness Program funding is utilized for reasonable program purposes related to activities during the contract period. Reasonable program expenses include personnel, travel, supplies, and services, except that funds cannot be used for:
  - 4.7.1. Clinical care.
  - 4.7.2. Purchasing furniture or equipment.
  - 4.7.3. Purchasing clothing for promotional purposes, such as those items with HCC names/logos
  - 4.7.4. Supporting standalone, single-facility exercises or to assist individual healthcare facilities with meeting CMS conditions of participation.
  - 4.7.5. Participating in training courses, exercises, and planning resources when similar offerings are available at no cost.
  - 4.7.6. Advocating or promoting gun control, to fund research or lobbying or fund raising activities.
  - 4.7.7. Carrying out any program of distributing sterile needles or syringes for hypodermic injections of any illegal drug.
  - 4.7.8. Purchasing of furniture.
  - 4.7.9. Salaries that exceed the rate of \$181,500 USD per year.
  - 4.7.10. Construction and major alteration and renovation activities.
- 4.8. The Contractor shall utilize Ebola Preparedness funding for reasonable program purposes no later than May 17, 2020. Reasonable program expenses include personnel, travel, supplies, and services, except where noted below in funding restrictions. Allowable expenses include, but are not limited to:
  - 4.8.1. Staff training that specifically focuses on health care worker safety when caring for an Ebola patient including but not limited to:
    - 4.8.1.1. PPE donning/doffing.
    - 4.8.1.2. Rapid identification and isolation of a patient.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

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- 4.8.1.3. Safe treatment protocols.
- 4.8.1.4. Integration of behavioral health support.
- 4.8.1.5. Early recognition, isolation, and activation of the Ebola plan.
- 4.8.2. Conducting exercises that include, but are not limited to:
  - 4.8.2.1. After action reviews and corrective action plans.
  - 4.8.2.2. First encounter drills for Ebola and other infectious diseases.
  - 4.8.2.3. Patient transport exercises.
  - 4.8.2.4. Patient care simulations.
- 4.8.3. Purchasing PPE in accordance with CDC guidelines, and sharing, in real time, situational awareness regarding PPE models and/or types and supply levels with health care coalitions (HCCs).
- 4.8.4. Receiving and participating in training, peer review, and an assessment of readiness from the National Training and Education Center to ensure adequate preparedness and trained clinical staff are knowledgeable in treating patients with Ebola.
- 4.8.5. Reconfiguring patient flow in emergency departments to provide isolation capacity for patients under investigation for Ebola or other potentially infectious patients.
- 4.8.6. Retrofitting inpatient care areas for enhanced infection control, including but not limited to donning/doffing rooms, as appropriate.
- 4.8.7. Ensuring capability to handle Ebola-contaminated or other highly contaminated infectious waste.
- 4.8.8. Adjusting Electronic Health Records (EHRs) to ensure prompt staff screening for patients' travel histories and newly emerging diseases.
- 4.8.9. Expenses related to participating in Ebola and high-threat infectious disease-related meetings
- 4.8.10. Other activities that are necessary in order to participate in this program.
- 4.9. Funds shall not be used for:
  - 4.9.1. Clinical care.
  - 4.9.2. Advocating or promoting gun control, to fund research, lobbying, or fund raising activities, or to purchase vehicles.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

- 4.9.3. Carrying out any program of distributing sterile needles or syringes for hypodermic injections of any illegal drug.
- 4.9.4. Purchase of furniture.
- 4.9.5. Salaries that exceed the rate of \$181,500 USD per year.
- 4.9.6. Construction and major alteration and renovation activities.

**5. Administrative Management Services**

- 5.1. The Contractor shall perform administrative management services as the ALO for the HCC.
- 5.2. The Contractor shall conduct administrative services that include, but are not limited to:
  - 5.2.1. Providing strategic direction and leadership to develop a meeting schedule and work plan for the HCC leadership team and committees.
  - 5.2.2. Preparing and distributing meeting notices, agendas, minutes and special correspondence for the HCC leadership team and committees.
  - 5.2.3. Attending regular meetings, as requested, with Department staff to review progress toward meeting contract deliverables.
  - 5.2.4. Coordinating logistics for all meetings of the HCC leadership team, committees, training, and educational programs and conferences, which includes, but is not limited to:
    - 5.2.4.1. All planning.
    - 5.2.4.2. Securing facilities.
    - 5.2.4.3. Identifying and securing speakers and exhibitors.
    - 5.2.4.4. Developing, receiving and processing registrations.
    - 5.2.4.5. Managing registrant check in.
    - 5.2.4.6. Creating and providing agendas.
    - 5.2.4.7. Recording minutes.
    - 5.2.4.8. Marketing of events
    - 5.2.4.9. Onsite organization of event(s).
    - 5.2.4.10. Developing distributing, collecting, analyzing and reporting on event evaluation forms.
  - 5.2.5. Preparing materials to assist the Department in completing all reports required by ASPR including information about in-kind and leveraged.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

funds;

- 5.2.6. Collecting, analyzing and reporting data to assist the Department to report on the annual HCC performance measures as outlined in Exhibit A, Section 8, Performance Measures.
- 5.2.7. Writing and providing assistance to HCC members to secure grants and other resources for the HCC.

**6. Staffing**

- 6.1. The Contractor shall ensure staff attend pertinent technical assistance sessions, progress reviews and conference calls with the Department, as appropriate.
- 6.2. The Contractor shall maintain an HCC Director and a level of staffing necessary to perform all the functions, requirements, roles, and duties specified in Exhibit A, Scope of Services.
- 6.3. The Contractor shall maintain employee documentation that ensures each employee has the appropriate:
  - 6.3.1. Training.
  - 6.3.2. Education.
  - 6.3.3. Experience.
  - 6.3.4. Job orientation to fulfill the requirements of the positions in which they are hired.
- 6.4. The HCC shall maintain a minimum of one (1) full-time equivalent, which may be combined and may include in-kind support of dedicated time to support the following two (2) staffing requirements:
  - 6.4.1. A Clinical Advisor who is a clinically-active physician, advanced practice provider, or registered nurse who will:
    - 6.4.1.1. Provide clinical leadership to the coalition.
    - 6.4.1.2. Be the liaison between the coalition and medical leadership at healthcare facilities.
    - 6.4.1.3. Review and provide input on coalition plans, exercises, and educational activities ensuring compliance with ASPR requirements for this position.
    - 6.4.1.4. Have knowledge of medical surge issues and basic familiarity with CBRNE, trauma, burn, and pediatric emergency response principles is required of this individual.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

6.4.2. An HCC Readiness and Response Coordinator to:

- 6.4.2.1. Facilitate the planning, training, exercising, operational readiness, financial sustainability, evaluation and ongoing development of the HCC.
- 6.4.2.2. Lead, participate in, or support the response activities of the coalition according to their plans.
- 6.4.2.3. Identify and engage community leaders including, but not limited to, businesses, charitable organizations, and the media, in health care preparedness planning and exercises to promote the resilience of the entire community. This role may be filled by the HCC Director or another position as designated by the HCC.

7. Reporting

- 7.1. The Contractor shall submit semi-annual progress reports using a Department-provided template.
- 7.2. The Contractor shall submit documentation of in-kind support to the HCC and the Department.
- 7.3. The Contractor shall provide documentation of cost sharing for activities using more than one source of funds.
- 7.4. The Contractor shall submit reports from gathered data in order to meet ASPR reporting requirements, as determined by the Department.

8. Performance Measures & Deliverables

- 8.1. The Contractor shall meet or exceed performance measures and/or deliverables as indicated in Table 8.1.1, Federal Health Care Coalition Performance Measures, below

Table 8.1.1 Federal Health Care Coalition Performance Measures

Performance Measure (PM) Number	Performance Measure Text
1	Percent of funding each HCC receives from the awardee, other federal sources, and other non-federal sources
J.2	Incorporate use of volunteers to support acute care medical surge response into training, drills, and exercises.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

4	Percent participation rate of HCC core (acute care Hospitals, EMS, Emergency Management, Public Health) and additional member organizations by member type
5	Percent of HCCs that have a complete and approved Response Plan Annex addressing the required annual specialty surge requirement.
6	Percent of HCCs that have a complete and approved Response Plan. (year 2)
7	Percent of HCCs that obtain de-identified data from emPOWER at least once per every six months to identify populations with access and functional needs for planning purposes.
9	Percent of HCCs engaged in their awardee's jurisdictional risk assessment.
10	Percent of HCCs where areas for improvement have been identified from exercises or real-world events and the HCC's preparedness and response plans have been revised to reflect improvements.
12	Percent of HCCs that have exercised their redundant communications plans and systems and platforms at least biannually.
13	Percent of HCC member organizations that responded during a communications drill by system and platform type used.
14	Percent of HCC member organizations participating in the table top portion of the Coalition Surge Test exercise.
15	Percent of HCC member organizations and their executives participating in a post Coalition Surge Test exercise lessons-learned event (facilitated discussion, hotwash).
16	Percent of patients discharged from evacuating facilities to home or evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
17	Time [in minutes] for evacuating facilities in the HCC to report the total number of evacuating patients.
18	Percent of patients needing to be evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
19	Time [in minutes] for receiving facilities in the HCC to report the total number of beds available to receive patients.



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

Exhibit A, Amendment #1

20	Percent of patients with clinically appropriate transportation needs identified in 90 minutes.
21	Time [in minutes] for the HCCs to identify a clinically appropriate and available transportation asset for each evacuating patient.
22	Percent of hospital with an Emergency Department recognized through a statewide, territorial, or regional standardized system that are able to stabilize and/or manage pediatric medical emergencies.

JA  
6/3/19



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

## **Exhibit B, Amendment #1**

### **Method and Conditions Precedent to Payment**

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the US Health and Human Services Assistant Secretary for Preparedness and Response:
  - 2.1. EP-U3R-19-001 Hospital Preparedness Program Cooperative Agreement, Catalog of Federal Domestic Assistance, CFDA #93.889, Federal Award Identification Number (FAIN), U90TP000535 (96%)
  - 2.2. Hospital Preparedness Program Ebola Preparedness and Response Activities Cooperative Agreement, CFDA #93.817, FAIN 3REP150490 (4%).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 through Exhibit B-4, Amendment #1, Budget Sheet.
  - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The invoice must be on the Contractor's letterhead, be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301

7. Payments may be withheld pending receipt of required reports or documentation as identified

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6/3/19



New Hampshire Department of Health and Human Services  
Health Care Coalition for Emergency Preparedness, Response and Recovery

### **Exhibit B, Amendment #1**

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in Exhibit A, Scope of Services and in this Exhibit B.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
  
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services							
Departmental Budget Worksheet for Fiscal Year 2019							
Budget Period: July 1, 2019 - June 30, 2020							
Account	2019	2020	2019	2020	2019	2020	2019
1.0000	1,000,000	1,000,000					
1.0001	1,000,000	1,000,000					
1.0002							
1.0003							
1.0004							
1.0005							
1.0006							
1.0007							
1.0008							
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1.0090							
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1.0092							
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1.0094							
1.0095							
1.0096							
1.0097							
1.0098							
1.0099							
1.0100							
TOTAL	1,000,000	1,000,000					

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-6/3/19

Table 5-1, Amendment #1, Budget Sheet

New Hampshire Department of Health and Human Services												
Midwest Program Home Visitation for Healthy Children STATE FISCAL YEAR 2009												
Budget Request for: Domestic Child Health Care Coalition												
Budget Period: July 1, 2008-June 30, 2009												
Activity	Total Program Cost (Federal/State/Local)				Funds Available (Federal/State/Local)				Funds Available (Federal/State/Local)			
	Federal	State	Local	Total	Federal	State	Local	Total	Federal	State	Local	Total
C. Total Available	200,726.00			200,726.00					200,726.00			200,726.00
C. Total Available	200,726.00			200,726.00					200,726.00			200,726.00
D. Personnel												
D. Personnel												
E. Materials												
E. Materials												
F. Travel												
F. Travel												
G. Printing												
G. Printing												
H. Telephone												
H. Telephone												
I. Postage												
I. Postage												
J. Computer												
J. Computer												
K. Current Expenses												
K. Current Expenses												
L. Travel												
L. Travel												
M. Printing												
M. Printing												
N. Postage												
N. Postage												
O. Other												
O. Other												
P. Salary												
P. Salary												
Q. Material/Communications												
Q. Material/Communications												
R. Staff Education and Training												
R. Staff Education and Training												
S. Subcontract/Agreements												
S. Subcontract/Agreements												
T. Other (Specify detail necessary)												
T. Other (Specify detail necessary)												
Other Agency & Municipal Support												
Other Agency & Municipal Support												
TOTAL	200,726.00			200,726.00					200,726.00			200,726.00

PA  
 6/13/19

New Hampshire Department of Health and Human Services									
STATE FISCAL YEAR 2001									
Budget Period: July 1, 2000-June 30, 2001									
Budget Request for Health Care Services									
Budget Period: July 1, 2000-June 30, 2001									
Line Item	2000	2001	2002	2003	2004	2005	2006	2007	2008
1. Total Appropriation	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00	70,000.00
2. Personnel	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
3. Contractual	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Materials	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Telephone	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
8. Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Other	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
10. Information/Communications	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
11. Mail	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Other (Specify details in Remarks)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Agency & Municipal Payroll	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>70,000.00</b>								

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 -6/3/19

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized

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6/3/19

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed:

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

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6/3/19

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  4. The Contractor will ensure proper security monitoring capabilities are in place to

**New Hampshire Department of Health and Human Services**

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services; mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for Individually Identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - e. limit disclosure of the Confidential Information to the extent permitted by law.
  - f. Confidential Information received under this Contract and Individually Identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

PA

6/3/19

New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



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VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*PS*

6/3/19

CMK

13 mac



Jeffrey A. Meyers  
Commissioner

Lisa Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



August 8, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Policy and Performance, to enter into an agreement with the Foundation for Healthy Communities (Vendor # 154533-B001) 125 Airport Road, Concord, NH 03301, to serve as the Administrative Lead Organization of a statewide Health Care Coalition of organizations from across the health care sector in order to prepare for, respond to and recover from emergencies in an amount not to exceed \$1,224,000, effective upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Funds are available in State Fiscal Year 2018 and State Fiscal Year 2019 in the following account with the ability to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if necessary and justified.

**95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS 100% Federal**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102-500731	Contracts for Program Services	90077700	\$612,000
2019	102-500731	Contracts for Program Services	90077700	\$612,000
			<b>Total:</b>	<b>\$1,224,000</b>

**EXPLANATION**

The purpose of this request is to implement a Health Care Coalition through the services of an Administrative Lead Organization in order to prepare for, mitigate, respond to and recover from emergencies that impact the health care sector.

Implementing a health care coalition to coordinate preparedness and response activities among health care organizations is a primary requirement for receiving federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Such activities assist in the prevention or reduction in illnesses and deaths during emergencies. An established Health Care Coalition has the ability to provide training and technical assistance to its members in order to assist them in meeting emergency preparedness requirements issued by the U. S. Centers for Medicaid and Medicare Services.

The New Hampshire Health Care Coalition will include members from across the health care sector including, but not limited to:

- Hospitals and hospital-based health systems.
- Emergency medical services.
- Emergency management services.
- Public health, long-term care facilities; primary care and specialty practices.
- Behavioral and substance use disorders providers.

The Foundation for Healthy Communities was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from April 10, 2017 through May 8, 2017. The Department received one proposal, which was reviewed and scored by a team of individuals with program specific knowledge. The Score Summary is attached.

The selected Vendor will serve as the Administrative Lead Organization by organizing and supporting the Health Care Coalition through the provision of subject matter expertise in the areas of healthcare system and emergency preparedness, response and recovery. The Administrative Lead Organization will also provide administrative and financial management services that will support the Health Care Coalition. The selected Vendor will guide the Health Care Coalition in providing essential services by conducting activities that will promote capabilities including but not limited to:

- Ensuring the community's health care organizations and other stakeholders are coordinated in order to identify hazards and risks as well as prioritize and address gaps through planning, training, exercising and managing resources.
- Coordinating health care and medical responses so members of the Health Care Coalition can share and analyze information; manage and share resources; and coordinate strategies to deliver medical care to all populations during emergencies and planned events.
- Ensuring continuity of health care service delivery by ensuring health care workers are well-trained, well-educated, and well equipped to care for patients during emergencies.
- Assisting in developing coordination of information and available resources so members can maintain services during a surge in need of medical resources.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Performance measures that ensure the selected Vendor is providing optimal services are detailed in Exhibit A, Scope of Services, Section 8, Performance Measures.

Should the Governor and Executive Council not approve this request, New Hampshire's emergency preparedness and response capabilities may be less coordinated and comprehensive throughout the state. Without an Administrative Lead Organization to implement a health care coalition that coordinates preparedness and response activities among health care organizations, the Department may lose federal funding from the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response. Developing a strong, statewide infrastructure to convene, coordinate, and facilitate an improved systems-based approach will, over time, reduce costs and improve health outcomes.

Area served: statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Hospital Preparedness Program Cooperative Agreement.

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

Respectfully submitted,



Lisa Morris  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Health Care Coalition for Emergency  
Preparedness, Response and Recovery

RFP-2018-DPHS-09-HEALT

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Foundation for Healthy Communities

Maximum Points	Actual Points
600	520

1. Beth Daly, Administrator IV
2. Denise Krol, Program Specialist IV
3. Leigh Cheney, Director Special Projects
4. Neil Twitchell, Administrator I
5. Ellen Chase-Lucard, Financial Administrator
6. Richelle Swanson, Administrator III

Subject: Health Care Coalition for Emergency Preparedness, Response and Recovery (RFP-2018-DPHS-09-HEALT)

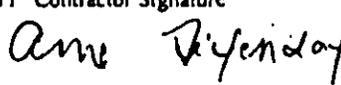
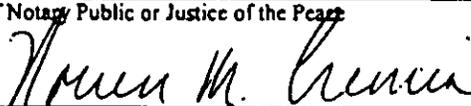
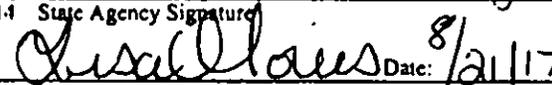
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Foundation for Healthy Communities		<b>1.4 Contractor Address</b> 125 Airport Road Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> (603) 415-4271	<b>1.6 Account Number</b> 95-90-902510-22390000	<b>1.7 Completion Date</b> June 30, 2019	<b>1.8 Price Limitation</b> \$1,224,000
<b>1.9 Contracting Officer for State Agency</b> Jonathan V. Gallo, Esq., Interim Director		<b>1.10 State Agency Telephone Number</b> 603-271-9246	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Anne Diefendorf Acting Executive Director	
<b>1.13 Acknowledgement:</b> State of <i>NH</i> , County of <i>Merrimack</i> On <i>August 7, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Noreen M. Cremin, Program & Grants Manager			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> LISA MORRIS, Director DPHS	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <i>Megan A. Ysede Attorney 8/29/17</i>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall facilitate and support the Health Care Coalition (HCC) to self-leadership in order to ensure high level objectives are achieved to prepare for, respond to, and recover from emergencies in the State of New Hampshire in a manner that represents the ideal state of readiness in the United States.

**2. Scope of Services**

- 2.1. The Contractor shall guide the Health Care Coalition (HCC) in providing essential services by conducting activities that will promote capabilities that include, but are not limited to:
  - 2.1.1. Foundation for Health Care and Medical Readiness – The Contractor shall develop an HCC that ensures the state's health care organizations and other stakeholders are coordinated in order to:
    - 2.1.1.1. Identify hazards and risks.
    - 2.1.1.2. Prioritize and address gaps through planning, training, exercising and managing resources.
  - 2.1.2. Health Care and Medical Response Coordination – The Contractor shall assist with the coordination of health care organizations, the HCC, and the Emergency Support Function 8 (ESF-8) – Health & Medical, through a collaborative approach that promotes:
    - 2.1.2.1. Sharing of information.
    - 2.1.2.2. Managing and sharing of resources.
    - 2.1.2.3. Coordinating with the ESF8 to develop strategies to deliver medical care to all populations during emergencies and planned events.
  - 2.1.3. Continuity of Health Care Service Delivery – The Contractor shall:
    - 2.1.3.1. Support HCC member organizations to provide uninterrupted, optimal medical care to all populations in the



Exhibit A

face of damaged or disabled health care infrastructure.

- 2.1.3.2. Assist HCC member organizations with ensuring health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies.
- 2.1.3.3. Assist HCC member organizations with ensuring simultaneous response and recovery operations result in a return to normal or improved operations.
- 2.1.4. Medical Surge – The Contractor shall assist the HCC to deliver the best possible care to patients when demands for health care services exceed available supply. The Contractor shall:
  - 2.1.4.1. Assist the HCC with coordination of information and available resources so members can maintain conventional surge response.
  - 2.1.4.2. Coordinate with the ESF 8 to determine the needs of the affected system and the HCC when an emergency overwhelms the HCC's collective resources.
  - 2.1.4.3. Assist the HCC to support the health care delivery system's transition to contingency and crisis surge response.
  - 2.1.4.4. Assist the HCC to support the health care delivery system with transitioning to timely conventional standards of care as soon as the emergency subsides.
- 2.2. The Contractor shall assist the State of New Hampshire in recruiting core HCC membership that will consist of hospitals, Emergency Medical Services (EMS), emergency management and public health agencies. The Contractor shall:
  - 2.2.1. Work with the HCC leadership team to prioritize, identify and recruit additional members. The Contractor shall ensure the leadership team conducts:
    - 2.2.1.1. Strategic planning.
    - 2.2.1.2. Gap analysis.
    - 2.2.1.3. Operational planning.
    - 2.2.1.4. Information sharing.
    - 2.2.1.5. Resource assessment.
  - 2.2.2. Collect contact information, which shall be:
    - 2.2.2.1. Reviewed and updated on a semi-annual basis.
    - 2.2.2.2. Stored online.
    - 2.2.2.3. Distributed to HCC members and partners on a semi-annual



Exhibit A

basis by e-mail.

- 2.2.3. Ensure each member of the HCC signs a letter of commitment and participation.
- 2.3. The Contractor shall ensure specific activities to lead the HCC include, but are not limited to:
  - 2.3.1. Establishing and implementing a governance structure and necessary processes to execute activities related to health care delivery system readiness and coordination by guiding the HCC members in developing a charter and determining the parameters of the organization, which shall include but not be limited to:
    - 2.3.1.1. Membership, leadership and voting structures.
    - 2.3.1.2. Establishing rules and committees.
    - 2.3.1.3. Determining orders of succession and delegations of authority.
  - 2.3.2. Developing a HCC preparedness plan that meets ASPR requirements no later than June 30, 2018.
  - 2.3.3. Developing a HCC response plan that meets ASPR requirements by June 30, 2019.
  - 2.3.4. Completing a jurisdictional risk assessment that meets ASPR requirements by June 30, 2019.
  - 2.3.5. Completing an annual hazard vulnerability analysis (HVA) that meets ASPR requirements.
  - 2.3.6. Completing a resource assessment to identify health care resources and services that could be coordinated and shared that meets ASPR requirements.
  - 2.3.7. Ensuring the capability for tracking information to share with HCC member by June 30, 2019.
  - 2.3.8. Obtaining de-identified data from the US Department of Health and Human Services' emPOWER every six (6) months in order to identify populations with unique health care needs.
  - 2.3.9. Ensuring that HCC members are included in evacuation, transportation and relocations planning and execution during exercises and real incidents in order to meet the ASPR Coalition Surge Test requirements.
  - 2.3.10. Conducting other drills and exercises, which include but are not limited to:
    - 2.3.10.1. Conducting a Training and Exercise Planning Workshop (TEPW) on an annual basis that will result in an HSEEP-



Exhibit A

- compliant Multi - Year Training and Exercise Plan (MYTEP).
- 2.3.10.2. Smaller scale drills that may include but are not limited to:
    - 2.3.10.2.1. Periodic bed capacity drills using the Healthcare Incident Management System (HIMS).
    - 2.3.10.2.2. Communications drills using primary and redundant communication systems and platforms capable of sending essential elements of information (EEI) to maintain situational awareness.
  - 2.3.10.3. Exercises designed that meet HCC member organizations' obligations under the Medicare and Medicaid Programs; Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers' Final Rule (61 FR 63860, Sept. 16, 2016).
  - 2.3.11. Developing a plan no later than December 31, 2017, to effectively coordinate information during emergencies and planned events. The Contractor shall:
    - 2.3.11.1. Leverage existing planning to broaden the scope of information to be inclusive of all HCC members.
    - 2.3.11.2. Ensure alignment with ASPR guidance and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations.
    - 2.3.11.3. Incorporate planning for Emergency Public Information coordination into the NH Health Care Coalition Preparedness and Response plans.
  - 2.3.12. Supporting the HCC when an emergency has the potential to impact the health care delivery system or the public's health by working with the HCC to determine how the HCC will interact with ESF 8 and regional public health Multi-Agency Coordinating Entities (MACEs)
  - 2.3.13. Providing technical assistance and training to hospitals to address emergency department and inpatient surges in order to achieve inpatient bed availability (IBA) of twenty (20) percent throughout the project period.
  - 2.3.14. Developing tools and offering technical assistance to members in order to improve emergency preparedness and meet federal preparedness requirements.
  - 2.3.15. Developing annual action plans with committees including background research on model practices in order to assist with the identification of strategic approaches in order to meet the ASPR capabilities.



Exhibit A

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- 2.3.16. Publishing an Annual Report that captures HCC activities and outcomes that include, but are not limited to:
    - 2.3.16.1. HCC membership overview.
    - 2.3.16.2. HCC focus areas.
    - 2.3.16.3. Strategic planning process.
    - 2.3.16.4. Planned or real events that impacted HCC membership.
    - 2.3.16.5. Documentation of ASPR performance measures.
    - 2.3.16.6. Overview of ASPR capabilities and HCC involvement in accomplishing goals.
    - 2.3.16.7. Review of past or future trainings, exercises and drills.
    - 2.3.16.8. Other topics, as requested or required.
  - 2.3.17. Preparing reports and gathering data, as required.
  - 2.3.18. Preparing and distributing the HCC newsletter every six (6) months.
  - 2.3.19. Conducting education and training programs based on a needs assessment of HCC members. The Contractor shall:
    - 2.3.19.1. Conduct a survey that is designed to capture key indicators of the HCC and HCC member response readiness.
    - 2.3.19.2. Ensure the survey identifies current preparedness and member training as well as technical assistance needs.
    - 2.3.19.3. Ensure the needs assessment uses an approach that maximizes input while minimizing time demands.
  - 2.3.20. Ensuring individuals who participate in educational and training programs are able to attain continuing education credits, when appropriate.
  - 2.3.21. Educating key decision-makers and other stakeholder groups on the HCC.



Exhibit A

3. Workplan – Milestones, Tasks and Anticipated Complete Dates

3.1. The Contractor shall implement the Health Care Coalition Work Plan in accordance with the dates in Table 3.1.1, below.

Table 3.1.1

Milestone	Task	Anticipated Completion Date
1. Establish the HCC	HCC Development	Ongoing
	Recruit & Engage Core Membership	9/30/17
	Establish Governance, including a Leadership Team	10/31/2017
	Recruit additional membership	Ongoing
	Convene members, coordinate and facilitate meetings	Ongoing
	Follow ASPR Guidelines throughout	Ongoing
2. HCC Preparedness Plan	HCC Preparedness Plan completed	08/30/2018
	Background research	12/31/2017
	Plan and facilitate workshop	5/31/2018
	Write plan	6/15/2018
3. HCC Response Plan	HCC Response Plan completed	6/30/2019
	Background research	12/31/2018
	Plan and facilitate workshop	5/31/2019
	Write plan	6/15/2019



Exhibit A

4. HVA	Annual HVA completed	3/01/2018
	Conduct survey	3/01/2018
	Complete an HVA in a usable format	3/01/2018
5. Jurisdictional Risk Assessments	Jurisdictional Risk Assessment completed	6/30/2019
	Design process	12/31/2018
	Conduct Survey	3/31/2019
	Facilitate meeting(s)	4/30/2019
	Write report	6/15/2019
6. Healthcare Assessment	Conduct Assessment	4/30/2018
	Research resources	9/31/2017
	Determine gaps/vulnerabilities	3/31/2018
	Set planning priorities	3/31/2018
	Develop list	3/31/2018
	Implement tracking system	4/30/2018
7. emPower Data	Obtain data from emPower	Ongoing
	Obtain data every 6 months	Ongoing
	Integrate into plans	Ongoing



Exhibit A

8. ASPR Coalition Surge Test	Conduct an ASPR Coalition Surge Test Annually	11/30/2017
	Conduct an ASPR Coalition Surge Test Annually	11/30/2018
	Evacuation, transportation and relocation planning	9/30/2017
	Evacuation, transportation and relocation planning	9/30/2018
	Lead exercise planning team	11/30/2017
	Lead exercise planning team	11/30/2018
	Develop HSEEP-compliant materials	10/31/2017
	Develop HSEEP-compliant materials	10/31/2018
	Facilitate/evaluate exercise	11/30/2017
	Facilitate/evaluate exercise	11/30/2018
	AAR/IP	12/30/2017
	AAR/IP	12/30/2018
9. Other ASPR Exercises	Communications	Quarterly
	Exercises TBD	Annually
	Bed Tracking	Quarterly
10. Information Sharing	Public Information Sharing/Coordination Plan	12/31/2017
11. Response	Engage the HCC when requested by ESF8 during an activation	As needed



Exhibit A

12. Immediate Bed Availability (IBA)	Achieve 20% IBA	6/30/2018
	TA for developing/refining procedures	Ongoing
	Incorporate into exercises	Ongoing
13. Technical Assistance/Tools	Offer Technical Assistance to members	Ongoing
	Technical Assistance shall be provided by the Contractor, HCC members with specific expertise or partners	Ongoing
	Tools Research and Development	Ongoing
	Tools shall be available from multiple sources and shared with HCC members	Ongoing
	Tools shall be created based on need.	Ongoing
14. Annual Action Plans	Develop Action Plans	12/31/2017
	Develop Action Plans	12/31/2018
	Research	9/30/2017
	Research	9/30/2018
	Identify strategic approaches to ASPR Capabilities	8/31/2017
	Identify strategic approaches to ASPR Capabilities	06/30/2019



Exhibit A

15. Reports/Data	Write and distribute reports/collect data	12/31/2017
	Write and distribute reports/collect data	12/31/2018
	Annual Report will be prepared	6/30/2018
	Annual Report will be prepared	6/30/2019
	Assist Dept in ASPR Reporting	Ongoing
	Collect data from HCC members	Ongoing
16. HCC Newsletter	Write Newsletter on HCC	Ongoing
	Gather stories	Ongoing
	Distribute every six months	Ongoing
17. Training and Education	Coordinate training	Ongoing
	Design a needs assessment – HSEEP Training and Exercise Planning Workshop	11/30/2017
	Conduct a needs assessment – HSEEP Training and Exercise Planning Workshop	11/30/2018
	Evaluate potential emerging health threats	Ongoing
	Arrange for CEUs, as appropriate	Ongoing

3.2. The Contractor shall submit a final work plan with updated Anticipated Completion Dates to the Department for approval no later than ten (10) days after the contract effective date.



Exhibit A

**4. Financial Management Services**

- 4.1. The Contractor shall perform financial management services as the administrative lead organization (ALO) for the HCC.
- 4.2. The Contractor shall manage funds for this contract as well as other potential sources of future funds. The Contractor shall:
  - 4.2.1. Act as a fiscal agent for the HCC for the receipt and distribution of:
    - 4.2.1.1. State contract funds.
    - 4.2.1.2. Member fees and donations.
    - 4.2.1.3. Income from training programs and conferences.
    - 4.2.1.4. Funding from other public and private sources.
  - 4.2.2. Develop annual budgets for approval by the HCC leadership team and the Department.
  - 4.2.3. Execute sub-contracts with a vendor identified by the Department to procure a Healthcare Incident Management System that provides a situational awareness and information management platform.
  - 4.2.4. Execute sub-contracts with vendors to procure other goods and services.
  - 4.2.5. Assist the Department with the necessary data or documentation of coalition activities in order to prepare applications for federal funds.
  - 4.2.6. Document in-kind support to the HCC and cost-sharing for activities using more than one source of funds that meet ASPR requirements.

**5. Administrative Management Services**

- 5.1. The Contractor shall perform administrative management services as the ALO for the HCC.
- 5.2. The Contractor shall conduct administrative services that include, but are not limited to:
  - 5.2.1. Providing strategic direction and leadership to develop a meeting schedule and work plan for the leadership team and committees.
  - 5.2.2. Preparing and distributing meeting notices, agendas, minutes and special correspondence for the leadership team and committees.
  - 5.2.3. Attending regular meetings, as requested, with Department staff to review progress toward meeting contract deliverables.
  - 5.2.4. Coordinating logistics for all meetings of the leadership team, committees, training, and educational programs and conferences, which includes but is not limited to:
    - 5.2.4.1. All planning.



Exhibit A

- 5.2.4.2. Securing facilities.
- 5.2.4.3. Identifying and securing speakers and exhibitors.
- 5.2.4.4. Developing, receiving and processing registrations.
- 5.2.4.5. Managing registrant check in.
- 5.2.4.6. Creating and providing agendas.
- 5.2.4.7. Recording minutes.
- 5.2.4.8. Marketing of events
- 5.2.4.9. Onsite organization of event(s).
- 5.2.4.10. Developing distributing, collecting, analyzing and reporting on event evaluation forms.
- 5.2.4.11. Acting as fiscal agent, as appropriate, for the planned event.
- 5.2.5. Collecting information from HCC members and preparing materials to assist the Department in completing all reports required by ASPR including information about in-kind and leveraged funds;
- 5.2.6. Collecting, analyzing and reporting data to assist the Department to report on the annual HCC performance measures Section 8, Performance Measures.
- 5.2.7. Writing and providing assistance to HCC members to secure grants and other resources for the HCC.

**6. Staffing**

- 6.1. The Contractor shall ensure staff attends pertinent technical assistance sessions, progress reviews and conference calls with the Department, as appropriate.
- 6.2. The Contractor shall maintain a level of staffing necessary to perform all the functions, requirements, roles, and duties specified in Exhibit A, Scope of Services, in a timely fashion.
- 6.3. The Contractor shall maintain employee documentation that ensures each employee has the appropriate:
  - 6.3.1. Training.
  - 6.3.2. Education.
  - 6.3.3. Experience.
  - 6.3.4. Job orientation to fulfill the requirements of the positions in which they are hired.
- 6.4. The Contractor shall ensure the HCC Director is responsible for the development and implementation of the HCC for the purposes of emergency



Exhibit A

preparedness planning, response and recovery with essential duties that include, but are not limited to:

- 6.4.1. Providing strategic direction and leadership to the HCC.
  - 6.4.2. Supervising the HCC Program Coordinator.
  - 6.4.3. Recruiting and retaining HCC membership.
  - 6.4.4. Developing contracts with subcontractors/vendors, as needed.
  - 6.4.5. Monitoring implementation of the new HCC contract, which includes, but is not limited to, remaining current on all federal and state requirements for the HCC.
  - 6.4.6. Managing all administrative tasks related to the HCC project, including but not limited to, internal and external financial and program reporting requirements.
  - 6.4.7. Providing technical assistance to HCC members.
  - 6.4.8. Establishing and maintaining timely communication and education with all project stakeholders.
  - 6.4.9. Other duties as specified.
- 6.5. The Contractor shall ensure the HCC Program Coordinator reports directly to the HCC Director with responsibility for supporting the development and implementation of the HCC with essential duties that include, but are not limited to:
- 6.5.1. Providing technical assistance to HCC members.
  - 6.5.2. Working with the HCC Director to monitor implementation of the HCC contract, which includes but is not limited to, remaining current on all federal and state requirements for the HCC.
  - 6.5.3. Reviewing training needs of HCC members and developing strategies to meet training requirements.
  - 6.5.4. Maintaining accurate and current contact information for HCC membership.
  - 6.5.5. Preparing and distributing meeting announcements, agendas, minutes and correspondence for a variety of groups and subcommittees, as needed.
  - 6.5.6. Managing all administrative tasks related to the HCC, including but not limited to internal and external financial and program reporting requirements.
  - 6.5.7. Establishing and maintain timely communication and education with all project stakeholders, including newsletters and other information that must be disseminated.



Exhibit A

**7. Reporting**

- 7.1. The Contractor shall submit semi-annual progress reports using a Department-provided template.
- 7.2. The Contractor shall submit documentation of in-kind support provided by HCC members to the Department in a manner that meets ASPR requirements.
- 7.3. The Contractor shall provide documentation of cost-sharing for activities using more than one source of funds.
- 7.4. The Contractor shall submit reports from gathered data in order to meet ASPR reporting requirements, as determined by the Department.

**8. Performance Measures**

- 8.1. The Contractor shall meet or exceed performance measures and/or deliverables as indicated in Table 8.1.1, Federal Health Care Coalition SFY 2018 Performance Measures, below

Table 8.1.1 Federal Health Care Coalition SFY 2018 Performance Measures

Performance Measure (PM) Number	Performance Measure Text
4	Percent of HCCs that have a complete Preparedness Plan. (year 1)
5	Percent of HCCs that have a complete Response Plan. (year 2)
9	Percent of HCCs engaged in their awardee's jurisdictional risk assessment.
10	Percent of HCC member organizations participating in the table top portion during the first 90 minutes of the Coalition Surge Test exercise.
11	Percent of HCC member organizations and their executives participating in a post Coalition Surge Test exercise lessons-learned event (facilitated discussion, hotwash) during the last 2.5 hours of the exercise.
13	Time [in minutes] for evacuating facilities in the HCC to report the total number of evacuating patients.
14	Time [in minutes] for receiving facilities in the HCC to report the total number of beds available to receive patients.
15	Time [in minutes] for the HCCs to identify a clinically appropriate and available transportation asset for each evacuating patient.



Exhibit A

16	Percent of HCCs that have exercised their redundant communications plans and systems and platforms at least biannually.
17	Percent of HCC member organizations that responded during a communications drill by system and platform type used.
18	Percent of patients discharged to home from evacuating facilities in 90 minutes.
19	Percent of patients needing to be evacuated to another health care facility with a bed identified at a receiving facility in 90 minutes.
20	Percent of patients with clinically appropriate transportation needs identified in 90 minutes.
21	Percent of HCCs where areas for improvement have been identified from exercises or real-world events and <u>the preparedness strategy has been revised to reflect improvements.</u>
1	Percent of funding each HCC receives from the awardee, other federal sources, and other non-federal sources
12	Percent of HCC member organizations that have shared lessons learned from facility level drills or exercises with the HCC
3	Percent participation rate of HCC core (acute care Hospitals, EMS, Emergency Management, Public Health) and additional member organizations by member type
6	Percent of awardees and HCCs that <u>obtain de-identified data from emPOWER</u> at least once per quarter to identify populations with access and functional needs for planning purposes.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the US Centers for Disease Control and Prevention, TP12-1201 HPP and PHEP Cooperative Agreements, Catalog of Federal Domestic Assistance, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual costs incurred in accordance with the approved budget line items in Exhibit B-1 and Exhibit B-2.
  - 4.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The invoice must be on the Contractor's letterhead, be completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1, Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Division/Program Name: Foundation for Healthy Communities

Budget Request for: Health Care Coalition for Emergency Preparedness, Response and Recovery (RTP-2015-OPHS-01-HEALT)

Budget Period: State Fiscal Year 2018

Line Item	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
1. Total Salary/Wages	110,503.00	-	110,503.00	-	-	-	-	-	-	-	-	-	-	-	110,503.00
2. Employee Benefits	50,117.00	-	50,117.00	-	-	-	-	-	-	-	-	-	-	-	110,503.00
3. Commodities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,117.00
4. Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel and Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone/Computer	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
5. Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operational	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office	710.00	-	710.00	-	-	-	-	-	-	-	-	-	-	-	710.00
6. Travel	710.00	-	710.00	-	-	-	-	-	-	-	-	-	-	-	710.00
7. Computer	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
8. Current Contract	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Telephone	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Postage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Receptions	50.00	-	50.00	-	-	-	-	-	-	-	-	-	-	-	50.00
Auto and Local	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	-	-	-	1,000.00
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Event Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9. Salary	200,000.00	-	200,000.00	-	-	-	-	-	-	-	-	-	-	-	200,000.00
10. Marketing/Communications	25,000.00	-	25,000.00	-	-	-	-	-	-	-	-	-	-	-	25,000.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12. Information Management	100,000.00	-	100,000.00	-	-	-	-	-	-	-	-	-	-	-	100,000.00
13. Other (Specify Details mandatory)	4,000.00	-	4,000.00	-	-	-	-	-	-	-	-	-	-	-	4,000.00
- Accounting and Financial Management support	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>612,800.00</b>	<b>0</b>	<b>612,800.00</b>	<b>0</b>	<b>612,800.00</b>										

Indirect As A Percent of Direct: 0%

Contractor Initials: ASJ  
Date: 8/7/2017

Exhibit B-2, Budget

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Division/Program Name: Foundation for Healthy Communities

Budget Request for: Health Care Coalition for Emergency Preparedness, Response and Recovery (RFP-2015-0713-03-HEAL 1)

Budget Period: State Fiscal Year 2015

Category	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
1. Total Appropriations	147,804.00	-	147,804.00	-	-	-	-	-	-	-	-	147,804.00
2. Position Salaries	63,219.99	-	63,219.99	-	-	-	-	-	-	-	-	63,219.99
3. Consultants	-	-	-	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-	-	-	-
Furniture	-	-	-	-	-	-	-	-	-	-	-	-
Buildings and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	1,000.00	-	1,000.00	-	-	-	-	-	-	-	-	1,000.00
5. Supplies:	-	-	-	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-	-
Other	750.00	-	750.00	-	-	-	-	-	-	-	-	750.00
6. Travel	7,000.00	-	7,000.00	-	-	-	-	-	-	-	-	7,000.00
7. Occupancy	6,000.00	-	6,000.00	-	-	-	-	-	-	-	-	6,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	1,500.00	-	1,500.00	-	-	-	-	-	-	-	-	1,500.00
Postage	50.00	-	50.00	-	-	-	-	-	-	-	-	50.00
Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Fuel and Lodging	6,000.00	-	6,000.00	-	-	-	-	-	-	-	-	6,000.00
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-
9. Salaries	700,000.00	-	700,000.00	-	-	-	-	-	-	-	-	700,000.00
10. Marketing/Communications	11,884.00	-	11,884.00	-	-	-	-	-	-	-	-	11,884.00
11. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	-	-
12. Subcontracted/Agencies	180,000.00	-	180,000.00	-	-	-	-	-	-	-	-	180,000.00
13. Other (specify details mandatory)	4,000.00	-	4,000.00	-	-	-	-	-	-	-	-	4,000.00
Accounting and Financial Management support	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	611,884.00	-	611,884.00	-	-	-	-	-	-	-	-	611,884.00

Submit As A Form of Direct

LEA

Contractor Initial: ASD  
Date: 8/7/2017



SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared Ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to



Exhibit C-1

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having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:  
Foundation for Healthy Communities

August 7, 2017  
Date

Anne S. Dickendorf  
Name: Anne S. Dickendorf  
Title: Acting Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.

Contractor Name: *Foundation for Healthy Communities*

*Anne S. Diefendorf*

Name: *Anne Diefendorf*  
Title: *Acting Executive Director*

*August 7, 2017*  
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Foundation for Healthy Communities

August 7, 2017  
Date

Anne S Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials ASD

Date 5/7/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials ASD



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

August 7, 2017  
Date

Anne Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

ASJ

7/7/2017



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

ASD

8/7/2017



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

*Lisa Morris*  
Signature of Authorized Representative

LISA MORRIS  
Name of Authorized Representative

Director, DPHS  
Title of Authorized Representative

8/21/17  
Date

Foundation for Healthy Communities

Name of the Contractor

*Anne S. Diefendorf*  
Signature of Authorized Representative

Anne Diefendorf  
Name of Authorized Representative

Acting Executive Director  
Title of Authorized Representative

August 7, 2017  
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Foundation for Healthy Communities

August 7, 2017  
Date

Anne S. Diefendorf  
Name: Anne Diefendorf  
Title: Acting Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 615335283
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and/or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

New Hampshire Department of Health and Human Services  
Exhibit K



deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data-owner or leadership member within the Department.

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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

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

Bureau of Rail & Transit September 28, 2020

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to enter into a sole source contract amendment with Boston Express Bus, Inc. (Vendor 166250), Concord, NH, to increase the contract amount by \$1,286,174.00 from \$2,535,907.00 to \$3,822,081.00 for daily commuter bus services along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston, through December 31, 2023. The original contract was approved by Governor and Executive Council on January 10, 2007, Item 123A, amended November 17, 2010, Item 215; amended November 6, 2013, Item 119; amended June 18, 2014, Item 185; and amended December 19, 2018, Item 28. 100% Federal Funds.

Funding is available as follows for FY 2021:

	<u>FY 2021</u>
04-96-96-964010-2050	
Public Transportation	
103-502664 Contracts for Operational Services	\$1,286,174.00

EXPLANATION

The requested \$1,286,174.00 of FTA Section 5307 CARES Act funds will enable Boston Express, via this sole source amendment, to resume services and to recover to its pre-pandemic economic vitality. Following passage of the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020, the Federal Transit Administration (FTA) apportioned funding to all states to support operating, capital, and other expenses generally eligible under the FTA Section 5307 Urbanized Area Formula Program (Section 5307) to prevent, prepare for, and respond to COVID-19. The Department's SFY 2021 operating budget includes funds from the Section 5307 program that provides funds for operating, capital, and planning assistance for public transportation in urbanized areas with populations of more than 200,000.

The Department has allocated FTA Section 5307 CARES Act funding for operating assistance in SFY 2021 and SFY 2022 to four intercity and commuter bus agencies including Boston Express, C&J Bus Lines, Concord Coach Lines, and Dartmouth Coach. These agencies suspended all service in March 2020 due to the COVID-19 pandemic. With the exception of Boston Express's, I-93 service, all services

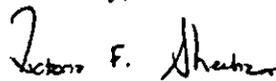
provided by these agencies – including Boston Express’s FE Everett Turnpike service that is the subject of this agreement -- were profitable and sustained by passenger fare revenue prior to the pandemic. Combined, they provided flexible and frequent bus service throughout the State for over 1.5 million passengers annually and managed and maintained seven state-owned transit facilities/park & ride lots for public use, infrastructure valued at over \$100 million, all at minimal cost to the State. The public has come to value and rely on these transit services for commuting to work and for leisure travel, and the services provide the added environmental benefit of reducing single-occupancy vehicle usage, thus significantly reducing traffic congestion on the roadways and carbon emissions into the atmosphere.

All other provisions of the agreement shall remain in effect. In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The amendment has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State’s Office and the Department of Administrative Services, and will be on file at the Department of Transportation.

The Governor approved this sole source contract on September 27, 2020 (attached).

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, NH 03301

Bureau of Rail & Transit  
August 26, 2020

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a sole source contract amendment with Boston Express Bus, Inc. (Vendor 166250), Concord, NH, to increase the contract amount by \$1,286,174.00 from \$2,535,907.00 to \$3,822,081.00 for daily commuter bus services along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston, through December 31, 2023. The original contract was approved by Governor and Executive Council on January 10, 2007, Item 123A, amended November 17, 2010, Item 215; amended November 6, 2013, Item 119; amended June 18, 2014, Item 185; and amended December 19, 2018, Item 28. 100% Federal Funds.

Funding is available as follows for FY 2021:

	<u>FY 2021</u>
04-96-96-964010-2050	
Public Transportation	
103-502664 Contracts for Operational Services	\$1,286,174.00

**EXPLANATION**

The requested \$1,286,174.00 of FTA Section 5307 CARES Act funds will enable Boston Express, via this sole source amendment, to resume services and to recover to its pre-pandemic economic vitality. Following passage of the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020, the Federal Transit Administration (FTA) apportioned funding to all states to support operating, capital, and other expenses generally eligible under the FTA Section 5307 Urbanized Area Formula Program (Section 5307) to prevent, prepare for, and respond to COVID-19. The Department's SFY 2021 operating budget includes funds from the Section 5307 program that provides funds for operating, capital, and planning assistance for public transportation in urbanized areas with populations of more than 200,000.

The Department has allocated FTA Section 5307 CARES Act funding for operating assistance in SFY 2021 and SFY 2022 to four intercity and commuter bus agencies including Boston Express, C&J Bus Lines, Concord Coach Lines, and Dartmouth Coach. These agencies suspended all service in March 2020 due to the COVID-19 pandemic. With the exception of Boston Express's, I-93 service, all services provided by these agencies -- including Boston Express's FE Everett Turnpike service that is the subject of this agreement -- were profitable and sustained by passenger fare revenue prior to the pandemic. Combined, they provided flexible and frequent bus service throughout the State for over 1.5 million

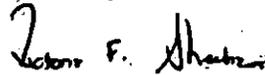
passengers annually and managed and maintained seven state-owned transit facilities/park & ride lots for public use, infrastructure valued at over \$100 million, all at minimal cost to the State. The public has come to value and rely on these transit services for commuting to work and for leisure travel, and the services provide the added environmental benefit of reducing single-occupancy vehicle usage, thus significantly reducing traffic congestion on the roadways and carbon emissions into the atmosphere.

All other provisions of the agreement shall remain in effect. In the event that Federal Funds become unavailable, General Funds will not be requested to support this program.

The amendment has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

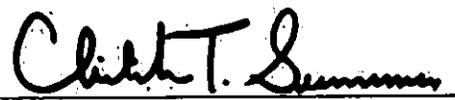
Sincerely,



Victoria F. Sheehan  
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18 and suspend the Manual of Procedures 150, V., 5., requirement.

9-27-2020  
Date

  
Name: Governor Christopher T. Sununu

Attachments

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## AMENDMENT TO AGREEMENT

### BOSTON EXPRESS BUS, INC.

This Contract Amendment ("Amendment") is entered into this 26<sup>th</sup> day of August, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, 7 Hazen Drive, Concord NH 03220-0483, (hereinafter referred to as "State") and Boston Express Bus, Inc. (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties".

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on January 10, 2007, Item 123A; amended November 17, 2010, Item 215; amended November 6, 2013, Item 119; amended June 18, 2014, Item 185; and amended December 19, 2018, Item 28. (hereinafter referred to as "the Contract");

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-4, an order declaring a State of Emergency due to COVID-19;

WHEREAS, the COVID-19 Outbreak impacts the services provided under the Contract;

WHEREAS, the Parties desire to amend the Contract as provided in this Amendment;  
and

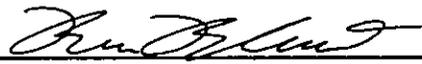
WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties hereto do hereby agree as follows:

1. Amend Exhibit A, Scope of Services, A.1 be amended to read: "Boston Express Bus, Inc. will provide daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts weekdays between the hours of 6:00 am and 9:00 pm."
2. Amended Exhibit B, Budget, B.1 be amended to include an additional \$1,286,174 of Federal FTA CARES Act funds for the net operating expenses (total operating expenses less revenues) for a revised contract price of \$3,822,081;
3. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

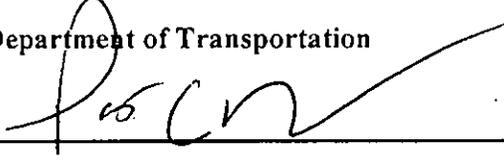
IN WITNESS WHEREOF, the Parties hereto have set their hands to the date first-written above.

Boston Express Bus, Inc.

By:  Date: 8/26/20

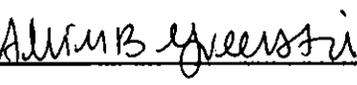
Print Name and Title: Benjamin Blunt VP

NH Department of Transportation

By:  Date: 9/15/2020

Print Name and Title: Patrick C. Herlihy  
Director  
Aeronautics, Rail and Trans

Approved by Attorney General

By:  Date: 9/17/20

Print Name and Title: Asst. Attorney General

Approved by Governor and Council

G & C Item number: \_\_\_\_\_ G & C Meeting Date: \_\_\_\_\_

**EXHIBITS TO CONTRACT AMENDMENT**

**Boston Express Bus, Inc.**

Amendment Signature Page

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

2 CFR Part 200

Amended G & C Contract Item #28, Approved December 19, 2018

Amended G & C Contract Item #185, Approved June 18, 2014

Amended G & C Contract Item #119, Approved November 16, 2013

Amended G & C Contract Item #215, Approved November 17, 2010

Original G & C Contract Item #123A, Approved January 10, 2007

# State of New Hampshire

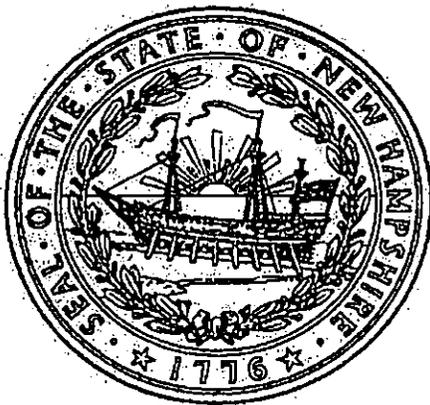
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON EXPRESS BUS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 10, 2006. 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: 565563

Certificate Number: 0004982462



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of August A.D. 2020.

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

William M. Gardner  
Secretary of State

**Boston Express Bus, Inc.**

**CERTIFICATE OF VOTE**

I, Harry W. Blunt, hereby certify that I am the President of Boston Express Bus, Inc.

I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on August 20, 2020 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

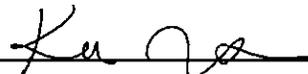
VOTED: That Benjamin Blunt, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Boston Express Bus, Inc. relating to the corporation's intercity bus service. Further, authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



  
\_\_\_\_\_  
Harry W. Blunt  
President  
Boston Express Bus, Inc.

Subscribed and sworn before me this 20<sup>th</sup>  
day of August 2020.

  
\_\_\_\_\_  
Kelsea J Hale  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 11/25/2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/19/2020

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		<b>CONTACT NAME:</b> Jennifer Letendre <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>FAX (A/C, No):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> jletendre@rowleyagency.com	
<b>INSURED</b> Boston Express Bus, Inc. 7 Langdon Street Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Interstate Ins Co NAIC # 32620 <b>INSURER B:</b> Acadia Insurance Company 31325 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 20/21 BE cert 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary GL layer GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		YPP1107620-14	5/01/2020	5/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		YPP1107620-14	5/01/2020	5/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			Excess of primary auto only YEX1107620-14 YEX1107621-14	5/01/2020	5/01/2021	EACH OCCURRENCE \$ 9,900,000 AGGREGATE \$ 9,900,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Sect 3A States: NH, MA, ME, NY WCA5326280-12	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of New Hampshire, Department of Transportation is additional insured w/ respects to general & auto liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire DOT 7 Hazen Dr. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Robert Simpson/JLP 



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

G+C #28  
Date 12-19-18



William Cass, P.E.  
Assistant Commissioner

Bureau of Rail & Transit  
December 3, 2018

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a sole source contract amendment with Boston Express Bus, Inc., (Vendor # 166250), Concord, NH, to increase the contract amount by \$69,180.00 from \$2,466,727.00 to \$2,535,907.00, effective upon Governor and Council approval and to extend the completion date from December 31, 2018 to December 31, 2023. The original agreement was approved by Governor and Council on January 10, 2007 (Item 123A) and amended November 17, 2010 (Item 215), November 6, 2013 (Item 119), and June 18, 2014 (Item 185). 100% Fcdral funds.

Funding for this amendment is available as follows for FY 2019, and is contingent upon the availability and continued appropriation of funds in FY 2020 through FY 2024, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
04-96-96-964010-2050			
State Bus Services & Facilities			
030-500331 Equipment – General (Replace)	\$8,000.00	\$ 6,000.00	\$ 5,000.00
037-500172 Equipment - Computer Hardware	\$ 0	\$ 2,000.00	\$ 0
048-500226 Contract Repairs – Bldgs/Grounds	\$2,500.00	\$15,000.00	\$ 10,000.00
103-502664 Contracts for Operational Services	\$ 0	\$ 0	\$ 0
	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-964010-2050			
State Bus Services & Facilities			
030-500331 Equipment – General (Replace)	\$ 400.00	\$ 0	\$ 0
037-500172 Equipment - Computer Hardware	\$ 0	\$ 0	\$ 0
048-500226 Contract Repairs – Bldgs./Grounds	\$ 0	\$ 0	\$ 0
103-502664 Contracts for Operational Services	\$ 0	\$10,140.00	\$10,140.00

EXPLANATION

Boston Express Bus, Inc. provides daily commuter bus service along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm. This sole source contract amendment will maintain the current level of service without interruption while adequately addressing escalating operational and maintenance

expenses. This amendment provides an additional \$69,180.00 of Federal Transit Administration (FTA) funds to assist with net operating expenses, capital facility repairs, maintenance and terminal capital equipment, and park and ride facility maintenance through December 31, 2023. Federal funds will be matched with approved Toll Credits, effectively using 100% Federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on November 29, 2018 (approval letter attached).

The Department entered into a contract agreement with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike to Boston, using State and FTA funds to defray operating, preventative maintenance, capital, and marketing expenses. The total revised contract amount, including previous amendments, is \$2,535,907.00. The additional funding will allow Boston Express Bus to maintain existing service levels through December 31, 2023. This commuter bus service is well utilized and is a tremendous asset to the State and greatly appreciated by commuters and travelers. Ridership has grown from under 8,000 per month when first initiated to over 20,000 per month currently.

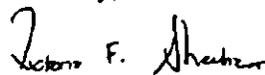
All other provisions of the agreement shall remain in effect.

In the event that Federal Funds become unavailable, General Funds will not be requested in support of this project.

The Amendment has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available for the contract period pending enactment of the Fiscal Year 2020 through 2024 budgets. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments



*Victoria F. Sheehan*  
*Commissioner*

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.*  
*Assistant Commissioner*

Bureau of Rail & Transit  
October 22, 2018

The Honorable Mark McConkey, Chairman  
Capital Budget Overview Committee  
State House  
Concord, NH 03301

Re: Request for Approval of the Department of Transportation, Toll Credit Match  
Boston Express FE Everett Turnpike and I-93 Operating and Capital

Dear Chairman McConkey and Honorable Members of the Committee:

**REQUESTED ACTION:**

Pursuant to the provisions RSA Chapter 228:12-a, Use of Toll Credits, the New Hampshire Department of Transportation (NHDOT) requests the Capital Budget Overview Committee approve the Department's use of Toll Credits to meet funding match requirements for Boston Express Bus service. The Department will seek an increase in funding through contract amendments to support commuter bus service along the FE Everett Turnpike and I-93 corridors between Manchester and Boston through December 31, 2023. The total amended project costs shall not exceed \$9,032,077.00 in Federal funds and based on these estimated costs, the amount of Turnpike Toll Credits requested is \$3,809,726.00.

**EXPLANATION**

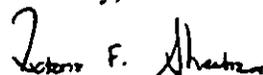
This project will provide funds for the continued operation of daily commuter bus service for the general public between Manchester-Nashua-Tyngsborough-Boston along the FE Everett Turnpike and between Manchester-Londonderry-Salem-Boston along the I-93 corridor. Boston Express Bus operates this service under contract to the State and the requested funds will be used to support costs including operations, vehicle maintenance, and facility maintenance. The Department will utilize Federal Transit Administration (FTA) Section 5307 Boston Urbanized Area funds to support these activities and the commuter bus service through December 31, 2023. As the required non-Federal matching ratio is 50% for operating and 20% for capital expenses, including vehicle and facility maintenance, the net toll credit match requested is 42%.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike from Nashua to Boston, using State and FTA funds to defray operating and capital expenses. The Department also entered into a contract with Boston Express Bus, Inc. in 2008 to initiate commuter bus service along the I-93 corridor from Manchester, Londonderry, and Salem to Boston, using State and Congestion Mitigation and Air Quality Improvement (CMAQ)

Program funds to defray operating and capital expenses and to make capital improvements. Both services have been very successful, with ridership and revenues growing each year and FTA funds have continued to be used for eligible expenses including operations, vehicle maintenance and facilities maintenance. However, additional subsidy is needed to maintain the aging facilities and equipment and to operate a robust commuter bus service and the Department will pursue contract amendments for Boston Express Bus' services on the FE Everett Turnpike and I-93 corridor to extend the completion dates to December 31, 2023 and add approximately \$9,032,077.00 of FTA funds, requiring a \$3,809,726.00 toll credit match.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

## AMENDMENT TO AGREEMENT #4

### BOSTON EXPRESS BUS, INC. (Nashua/FEE Turnpike)

WHEREAS, the Governor and Council approved an operating agreement between the New Hampshire Department of Transportation (NHDOT) and Boston Express Bus, Inc. for daily commuter bus service between Nashua and Boston on January 10, 2007, Item 123A, amended November 17, 2010, Item 215; amended November 6, 2013, Item 119; and amended June 18, 2014, Item 185.

WHEREAS; the Department of Transportation has available Federal funds to continue support of operations, facility repair and improvement, and marketing for Boston Express Bus commuter service that runs along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston;

WHEREAS, the Department of Transportation and Boston Express Bus, Inc. have agreed to revise certain provisions in the contract agreement;

WHEREAS, the Department and Boston Express Bus, Inc. wish to invoke the five year renewal option identified in Section 2. Definitions of the Agreement and amend the completion date from December 31, 2018 to December 31, 2023;

WHEREAS, Section 25. TERMINATION, 25.4, Termination for Convenience, reads "Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, may terminate this Agreement without cause upon thirty (30) days written notice. The Contractor agrees to deliver the project equipment the New Hampshire Department of Transportation upon termination of the project."

WHEREAS, Exhibit A, Scope of Services, A.4 as amended, reads "The Contractor shall utilize seven (7) MCI commuter coaches to be purchased by the State and identified by Vehicle Identification Numbers to be appended to this agreement."

WHEREAS, the Department wishes to increase the amended Contract price of \$2,466,727 by \$69,180 amending the revised total contract amount to \$2,535,907.

**RESOLVED, that the agreement be amended to include new and revised language for the following Sections and Exhibits:**

Amend the contract to revise amended Section 2 Definitions, Completion Date to read:  
"Completion date of the Contract shall be December 31, 2023. Upon the Completion Date, the Contractor shall return all project equipment to the State and vacate any State-owned property utilized for the services and any project equipment shall be returned to the State."

Amend the contract to revise Section 22.4, Termination for Convenience to read:  
"Termination Procedures/Requirements.

The contract shall continue to remain in force and effect for the entire period specified above unless terminated, in whole or in part, sooner in one of the following ways:

- a) By the State for cause if the Contractor is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the State to the Contractor;
- b) By the Contractor for cause if the State is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the Contractor to the Department;
- c) Notwithstanding any language in the Contract to the contrary the State or Contractor may terminate the Contract without cause upon ninety (90) days written notice; or,
- d) Upon a mutual determination and agreement that continued performance under the contract is not desirable.

In the event of termination under (b) above, the Contractor may pursue all of its remedies at law or in equity. Damages consisting of anticipated profits and amounts for the purchase of equipment will not be paid under any circumstances.

In the event of termination under (a) above, the State may engage the services of others to continue work for the balance of the contract period without benefit of competitive bidding, and the Contractor shall compensate the State for the actual costs to reissue a subsequent Request for Proposal (RFP) to secure another Contractor to operate the facility.

In the event of termination under (c) above, if the Contractor terminates the contract within the first twelve months of the contract term, even with having provided ninety (90) days written notice, the Contractor agrees to compensate the State for the actual costs to reissue a subsequent RFP to secure another Contractor to operate the facility.

In the event of termination under (d) above, the termination shall take effect sixty (60) days after the parties reach a mutual determination to terminate. Upon the termination taking effect, both parties shall, effective the date of the termination, be exonerated of any and all further liabilities and/or obligations under the contract.

The Contractor may, upon termination of the contract, remove all moveable furniture, trade fixtures and equipment belonging to the Contractor, repairing any damage caused by such removal. Property not so removed shall be deemed abandoned by the Contractor, and the State may, at its option, keep the same for its use or remove the same in any manner as the State shall choose, and the Contractor shall pay on demand any and all expenses incurred in such removal.”

Amend Exhibit A, Scope of Services, A.4 be amended to read: “The Contractor shall utilize State-owned ADA-compliant commuter coaches to be purchased by the State. In the event one or more coaches become unavailable due to accident or other loss, the State and Contractor agree to use available funding to provide replacement equipment.”

Amended Exhibit B, Budget, B.1 be amended to include an additional **\$69,180** of Federal funds for the net operating expenses (total operating expenses less revenues), marketing expenses, maintenance and terminal capital equipment and repairs for a revised contract price of **\$2,535,907**;

	Existing Contract	Proposed Amendment #4	Amended Contract
Net Operating Expenses (Total Operating Expenses – Revenues)	\$1,647,605	\$20,280	\$1,667,885
Preventative Maintenance	\$424,122	\$0	\$424,122
Marketing Expenses	\$535,000	\$0	\$535,000
Maintenance & Terminal Capital Equipment	\$40,000	\$48,900	\$88,900
Less Contractor Share	\$(180,000)	\$0	\$(180,000)
<b>Contract Amount</b>	<b>\$2,466,727</b>	<b>\$69,180</b>	<b>\$2,535,907</b>

All other provisions of the agreement shall remain in effect.

### AMENDED SECTIONS AND EXHIBITS

## 2. DEFINITIONS

**Completion Date:** Completion date of the contract shall be December 31, 2023. Upon the Completion Date, the Contractor shall return all project equipment to the State and vacate any State-owned property utilized for the services and any project equipment shall be returned to the State.

### 22.4 Termination Procedures/Requirements

The contract shall continue to remain in force and effect for the entire period specified above unless terminated, in whole or in part, sooner in one of the following ways:

- e) By the State for cause if the Contractor is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the State to the Contractor;
- f) By the Contractor for cause if the State is in material breach of a term or terms of the contract which is/are not corrected within thirty (30) days of written notice to cure given by the Contractor to the Department;
- g) Notwithstanding any language in the Contract to the contrary the State or Contractor may terminate the Contract without cause upon ninety (90) days written notice; or,
- h) Upon a mutual determination and agreement that continued performance under the contract is not desirable.

In the event of termination under (b) above, the Contractor may pursue all of its remedies at law or in equity. Damages consisting of anticipated profits and amounts for the purchase of equipment will not be paid under any circumstances.

In the event of termination under (a) above, the State may engage the services of others to continue work for the balance of the contract period without benefit of competitive bidding, and the Contractor shall compensate the State for the actual costs to reissue a subsequent Request for Proposal (RFP) to secure another Contractor to operate the facility.

In the event of termination under (c) above, if the Contractor terminates the contract within the first twelve months of the contract term, even with having provided ninety (90) days written notice, the Contractor agrees to compensate the State for the actual costs to reissue a subsequent RFP to secure another Contractor to operate the facility.

In the event of termination under (d) above, the termination shall take effect sixty (60) days after the parties reach a mutual determination to terminate. Upon the termination taking effect, both parties shall, effective the date of the termination, be exonerated of any and all further liabilities and/or obligations under the contract.

The Contractor may, upon termination of the contract, remove all moveable furniture, trade fixtures and equipment belonging to the Contractor, repairing any damage caused by such removal. Property not so removed shall be deemed abandoned by the Contractor, and the State may, at its option, keep the same for its use or remove the same in any manner as the State shall choose, and the Contractor shall pay on demand any and all expenses incurred in such removal.

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**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Revised**

The Contractor shall provide the following amended services:

- A.1. Boston Express Bus, Inc. will provide daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm..
- A.2. The Contractor submit a schedule prior to the Commencement Date for the approval of the State, and shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written approval of the State, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.
- A.3. The Contractor shall manage and operate the bus terminal at North Southwood Drive in Nashua, near Exit 8 of the FE Everett Turnpike, pursuant to the provisions of Section 7 of this Agreement.
- A.4. The Contractor shall utilize State-owned commuter coaches to be purchased by the State. In the event one or more coaches become unavailable due to accident or other loss, the State and Contractor agree to use available funding to provide replacement equipment
- A.5. The Contractor shall develop and implement with the State's approval a marketing and customer service program to inform commuters and the general public about the service.

A.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals along the FE Everett Turnpike in accordance with FTA Circular 4220.1F or as amended.

**EXHIBIT B: BUDGET**

**Revised**

B.1. The Contract Price is the reimbursable portion of the eligible project costs. The amended Project and Contract Price are:

	<b>Existing Contract</b>	<b>Proposed Amendment #4</b>	<b>Amended Contract</b>
Net Operating Expenses (Total Operating Expenses – Revenues)	\$1,647,605	\$20,280	\$1,667,885
Preventative Maintenance	\$424,122	\$0	\$424,122
Marketing Expenses	\$535,000	\$0	\$535,000
Maintenance & Terminal Capital Equipment	\$40,000	\$48,900	\$88,900
Less Contractor Share	<u>\$(180,000)</u>	<u>\$0</u>	<u>\$(180,000)</u>
<b>Contract Amount</b>	<b>\$2,466,727</b>	<b>\$69,180</b>	<b>\$2,535,907</b>

B.2 At least fourteen days prior to the submission of the Contractor's first request for reimbursement, the Contractor shall submit to the State a detailed budget including any revisions to its budget, incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract.

B.3 The Contractor may seek reimbursement for eligible expenses listed in the Project Budget and its approved detailed budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement for the net operating expenses (total operating expenses less revenues), marketing expenses, maintenance and terminal capital equipment. The Contractor will invoice the State for reimbursement of eligible project expenses after the completion of approved work and items. Total reimbursements may not exceed the amended contract price of \$2,535,907. The Contractor will continue to operate commuter bus service under the terms of the agreement until the Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22.

  
**DEPUTY SECRETARY OF STATE**

Boston Express Bus, Inc.

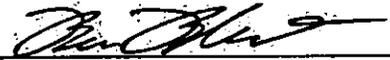
BENJAMIN W. BLUNT

Date: 11/6/2018

Name

VICE PRESIDENT

Title



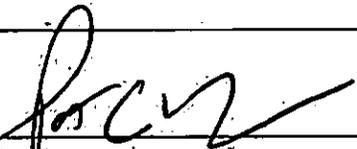
Signature

NH Department of Transportation

Patrick C. Herlihy  
Director

Date: 11/26/18

Name Aeronautics, Rail and Transit

Title 

Signature

Approved by Attorney General

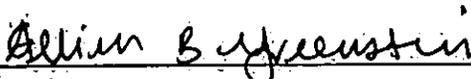
Allison Greenstein

Date: 11/27/18

Name

Asst. Attorney General

Title



Signature

Approved by Governor and Council



Date: DEC 19 2018

**DEPUTY SECRETARY OF STATE**

## **Federal Clauses**

### **Fly America Requirements**

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Charter Bus Requirements**

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

### **School Bus Requirements**

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA's School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

### **Energy Conservation**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(l), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC

5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

#### **Federal Changes**

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **Government Wide Debarment and Suspension (Non Procurement)**

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations,

"Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part,1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The

Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R.

part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

#### **Transit Employee Protective Provisions**

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The

documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

#### **Disadvantaged Business Enterprise**

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

#### **Prompt payment**

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **Drug and Alcohol Abuse and Testing**

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

#### **Other Federal Requirements**

The following requirements are not federal clauses.

#### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

#### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with

the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

#### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

#### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

#### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

#### **Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

#### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

**Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201 ).

**Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An

organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions. (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

#### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

#### **Veterans Preference**

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

#### **Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Federal Certifications**

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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**Instructions for Certification:** By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below:

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (1) Equals or exceeds \$25,000;
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

---

Certification

Contractor BOSTON EXPRESS BUS, INC

Signature of Authorized Official  Date 11/6/18

Name and Title of Contractor's Authorized Official BENJAMIN W. BLUNT  
VICE PRESIDENT

**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 BOSTON EXPRESS BUS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 10, 2006. 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: 565563

Certificate Number: 0004195775



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of October A.D. 2018.

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

William M. Gardner  
Secretary of State

[\(online/Home/\)](#)  [Back to Home \(online\)](#)

## Business Information

### Business Details

Business Name: BOSTON EXPRESS BUS, INC.	Business ID: 565563
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 10/10/2006	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 10/10/2006	
Principal Office Address: 7 Langdon St, Concord, NH, 03301, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: accounting@concordcoachlines.com	Phone #: 603-228-3300
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Transportation/livery	

Page 1 of 1, records 1 to 1 of 1

## Principals Information

Name/Title	Business Address
Harry W Blunt / President	7 Langdon Street, Concord, NH, 03301, USA
Harry W Blunt / Director	7 Langdon Street, Concord, NH, 03301, USA
Benjamin Blunt / Vice President	7 Langdon St, Concord, NH, 03301, USA

Page 1 of 1, records 1 to 3 of 3

## Registered Agent Information

Name: Blunt, Harry W

Registered Office Address: 7 Langdon St, Concord, NH, 03301, USA

Registered Mailing Address: 7 Langdon St, Concord, NH, 03301, USA

## Trade Name Information

No Trade Name(s) associated to this business.

## Trade Name Owned By

No Records to View.

## Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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**BOSTON EXPRESS BUS, INC.**

**CERTIFICATE OF VOTE**

I, Harry W. Blunt, hereby certify that I am President of Boston Express Bus, Inc.

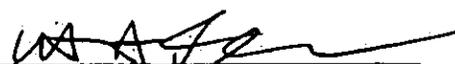
I hereby certify the following is a true copy of a vote taken at a special meeting of the Board of Directors of the corporation held on November 6, 2018 at an office of the corporation in Concord, New Hampshire, at which a quorum of the Board was present and voting.

VOTED: That Benjamin W. Blunt, as Vice President of said corporation, is hereby authorized and empowered to execute all documents between the State of New Hampshire, and its subdivisions, and Boston Express Bus, Inc. relating to the Contract Amendment with the State of New Hampshire, acting through its Department of Transportation, dated November 6, 2018, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement, and further authorizing said officer to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of November 6, 2018.

  
\_\_\_\_\_  
Harry W. Blunt  
President  
Boston Express Bus, Inc.

Subscribed and sworn before me this 6<sup>th</sup>  
day of NOVEMBER 2018.

  
\_\_\_\_\_  
Robert A. Fletcher Notary Public  
My Commission Expires December 21, 2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2018

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Ave P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Jennifer Letendre, CIC	
	<b>PHONE (A/C No. Ext.):</b> (603) 224-2562	<b>FAX (A/C No.):</b> (603) 224-8012
<b>E-MAIL ADDRESS:</b> jletendre@rowleyagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Interstate Ins Co		<b>32620</b>
<b>INSURER B:</b> Acadia Insurance Company		<b>31325</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: 18/19 Boat Exp 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	ADDITIONAL SUBR. INFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary GL layer	X	YPP1107620-12	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRG. <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	YPP1107620-12	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		Excess of primary auto YEX1107620-12, 621-12 622-12, 623-12 and 624-12	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 24,900,000 AGGREGATE \$ 24,900,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Sect 3A States: NH, MA, ME WCA5326280	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

The State of New Hampshire, Department of Transportation is additional insured w/ respects to general & auto liability when required by written contract.

**CERTIFICATE HOLDER**

State of New Hampshire  
 DOT  
 7 Hazen Dr.  
 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

Robert Simpson/JLP

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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit  
May 27, 2014

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a sole source contract amendment with Boston Express Bus, Inc., (Vendor # 166250), Concord, NH, to increase the contract amount by \$912,605 from \$1,554,122 to \$2,466,727, effective upon Governor and Council approval through December 31, 2018. This amendment only contains funding through the next fiscal biennium, or June 30, 2017. The original agreement was approved by Governor and Council on January 10, 2007 (Item 123A) and amended November 17, 2010 (Item 215) and November 6, 2013 (Item 119). 100% Federal funds.

Funding for this amendment is available as follows for FY 2015, and is contingent upon the availability and continued appropriation of funds in FY 2016 and 2017, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
04-96-96-964010-2916			
Public Transportation			
030-500331 Equipment – General (Replace)	\$ 8,000	\$ 6,000	\$ 4,000
103-502664 Contracts for Operational Services	\$300,000	\$325,000	\$257,605
400-500869 Construction Buildings	\$ 6,000	\$ 4,000	\$ 2,000

**EXPLANATION**

This item is contingent upon approval of a funding transfer at the June 9, 2014 Fiscal Committee meeting and also at the June 18, 2014 Governor and Council meeting to transfer appropriation into class 103 of accounting unit 2916. The sole source contract amendment is based on the need to maintain the current level of service without interruption while adequately addressing escalating operational and maintenance expenses.

Boston Express Bus, Inc. provides daily commuter bus service along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston, consisting of at least nine round trips per weekday between

the hours of 6:00 am and 9:00 pm. This contract amendment provides an additional \$912,605 of Federal Transit Administration (FTA) funds to assist with net operating expenses, marketing, and capital facility repairs and improvements through June 30, 2017. Federal funds will be matched with approved Toll Credits, effectively using 100% Federal funds. The use of Toll Credits for this project was approved by the Capital Budget Overview Committee on April 15, 2014 (approval letter attached).

The Department entered into a contract agreement with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike to Boston, using State and FTA funds to defray operating, preventative maintenance, capital, and marketing expenses. The additional funding will provide net operating expenses (total operating expenses less revenues), marketing expenses for the development and implementation of a marketing and customer service program, and capital for approved transit facility repairs and improvements at the State owned bus terminals along the FE Everett Turnpike. The total revised contract amount, including previous amendments, is \$2,466,727. The additional funding will allow Boston Express Bus to maintain existing service levels through June 30, 2017. This commuter bus service is well utilized and is a tremendous asset to the State and greatly appreciated by commuters and travelers. Ridership has grown from under 8,000 per month when first initiated to over 16,000 per month currently.

All other provisions of the agreement shall remain in effect.

In the event that Federal funds become unavailable, general funds will not be requested in support of this project.

The Amendment has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available for FY 2016 and 2017 pending enactment of the Fiscal Year 2016 and 2017 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

  
for Christopher D. Clement, Sr.  
Commissioner

Attachments

## AMENDMENT TO AGREEMENT #3

### BOSTON EXPRESS BUS, INC. (Nashua/FEE Turnpike)

WHEREAS, the Governor and Council approved an operating agreement between the New Hampshire Department of Transportation and Boston Express Bus, Inc. for daily commuter bus service between Nashua and Boston on January 10, 2007, Item 123A and amended on November 17, 2010, Item 215 and November 6, 2013, Item 119;

WHEREAS, the Department of Transportation has available Federal funds from the Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Program to continue support of operations, facility repair and improvement, and marketing for Boston Express Bus commuter service that runs along the FE Everett Turnpike between Manchester-Nashua-Tyngsborough-Boston;

WHEREAS, the Department of Transportation and Boston Express Bus, Inc. have agreed to revise certain provisions in the contract agreement;

WHEREAS, Section 3. Contract Budget; Contract Price Limitation, 3.2, as amended, reads, "The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms: Operating expenses may be paid for a period of three years after the Commencement Date up to 80% of net expenses, and eligible preventive maintenance may be paid beginning June 1, 2010 through December 31, 2018. Preventive maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, defined as total expenses less revenues."

WHEREAS, Exhibit A, Scope of Services, as amended, contains items A.1 through A.4 only;

WHEREAS, Exhibit B, Budget, Section B.1, as amended, includes \$424,122 in funding for preventative maintenance expenses and a revised contract price of \$1,554,122;

WHEREAS, Exhibit B, Budget, Section B.3, as amended reads, "The Contractor may seek reimbursement for eligible expenses listed in the Project Budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement in an amount not to exceed 80% of the net operating cost (expenses less revenues) or eligible preventive maintenance expense, whichever is less. Eligible preventive maintenance expenses are defined in FTA Circular 9030.1D, Exhibit E. Reimbursements will be made by the State through December 31, 2018. Total reimbursements may not exceed the Contract Price of \$1,554,122. The Contractor shall operate commuter bus service under the terms of this agreement until the Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22";

---

**RESOLVED**, that the agreement be amended to include new language for the following Sections and Exhibits:

Section 3. Contract Budget; Contract Price Limitation, 3.2 be amended to read "The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms:

- For a period of three years after the Commencement Date (1) up to 80% of net expenses (total operating expenses less revenues) may be paid by the State with the Contractor providing the 20% non-federal match and (2) 100% of marketing and capital expenses will be paid by the State.

- From June 1, 2010 through December 31, 2018, 100% of eligible preventive maintenance expenses may be paid by the State. Preventative maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, which is defined as total operating expenses less revenues.
- From Governor and Council approval through December 31, 2018, 100% of (1) net operating expenses (total operating expenses less revenues), (2) approved marketing expenses, and (3) maintenance and terminal capital equipment expenses may be reimbursed by the State.
- Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total operating expenses less revenues)."

Exhibit A, Scope of Services, be amended to include:

A.5. The Contractor shall develop and implement, with the State's approval, a marketing and customer service program to inform commuters and the general public about the service.

A.6. The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals along the FE Everett Turnpike in accordance with FTA Circular 4220.1F or as amended.

Exhibit B, Budget, Section B.1, be amended to include an additional \$912,605 of Federal funds for operating, marketing, and maintenance and terminal capital equipment and repairs for a revised contract price of \$2,466,727;

	Existing Contract	Proposed Amendment #3	Amended Contract
Net Operating Expenses (Total Operating Expenses less Revenues)	\$ 900,000	\$747,605	\$1,647,605
Preventative Maintenance	\$ 424,122		\$ 424,122
Marketing Expenses	\$ 400,000	\$135,000	\$ 535,000
Maintenance and Terminal Capital Equipment	\$ 10,000	\$ 30,000	\$ 40,000
Less Contractor Share	\$ (180,000)		\$ (180,000)
<b>Contract Price</b>	<b>\$1,554,122</b>	<b>\$912,605</b>	<b>\$2,466,727</b>

Exhibit B, Budget, Section B.3, be amended to read, "The Contractor may seek reimbursement for eligible expenses listed in the Project Budget and its approved detailed budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement for the net operating expenses (total operating expenses less revenues), preventative maintenance expenses, marketing expenses, and maintenance and terminal capital equipment and repairs. The Contractor will invoice the State for reimbursement of eligible project expenses after the completion of approved work and items. Total reimbursements may not exceed the amended contract price of \$2,466,727. The Contractor shall operate commuter bus service under the terms of this agreement until the Contract Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22."

All other provisions of the agreement shall remain in effect.

All amended Sections and Exhibits appear below.

## AMENDED SECTIONS AND EXHIBITS

### 3. CONTRACT BUDGET; CONTRACT PRICE LIMITATION

Section 3. Contract Budget; Contract Price Limitation, 3.2 be amended to read "The Contract Price Limitation represents the maximum to be paid by the State to the Contractor through this contract under the following terms:

- For a period of three years after the Commencement Date (1) up to 80% of net expenses (total operating expenses less revenues) may be paid by the State with the Contractor providing the 20% non-federal match and (2) 100% of marketing and capital expenses will be paid by the State.
- From June 1, 2010 through December 31, 2018, 100% of eligible preventive maintenance expenses may be paid by the State. Preventative maintenance expenses may be reimbursed on a monthly basis only up to the amount of the monthly total operating deficit of the service, which is defined as total operating expenses less revenues.
- From Governor and Council approval through December 31, 2018, 100% of (1) net operating expenses (total operating expenses less revenues), (2) approved marketing expenses, and (3) maintenance and terminal capital equipment expenses may be reimbursed by the State.
- Notwithstanding the budget in Exhibit B.1, payment for operating expenses shall not exceed the operating deficit (total operating expenses less revenues).

#### EXHIBIT A: SCOPE OF SERVICES (Revised)

A.1 Boston Express Bus, Inc. will provide daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts, consisting of at least nine round trips per weekday between the hours of 6:00 am and 9:00 pm.

A.2 The Contractor shall submit a schedule prior to the Commencement Date for the approval of the State, and shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the State, except in an emergency situation. In such an emergency, the Contractor shall notify the State no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

A.3 The Contractor shall manage and operate the bus terminal at North Southwood Drive in Nashua, near Exit 8 of the FE Everett Turnpike, pursuant to the provisions of Section 7 of this agreement.

A.4 The Contractor shall utilize seven (7) MCI commuter coaches to be purchased by the State and identified by Vehicle Identification Numbers to be appended to this agreement. In the event one or more coaches become unavailable due to accident or other loss, the State and Contractor agree to use available funding to provide replacement equipment.

A.5 The Contractor shall develop and implement, with the State's approval, a marketing and customer service program to inform commuters and the general public about the service.

A.6 The Contractor will make approved transit facility repairs and improvements at the State-owned bus terminals along the FE Everett Turnpike in accordance with FTA Circular 4220.1F or as amended.

**EXHIBIT B: BUDGET (Revised)**

B.1. The Contract Price is the reimbursable portion of the eligible project costs. The amended Project Budget and Contract Price are:

	<b>Existing Contract</b>	<b>Proposed Amendment #3</b>	<b>Amended Contract</b>
Net Operating expenses	\$ 900,000	\$747,605	\$1,647,605
Preventative Maintenance	\$ 424,122		\$ 424,122
Marketing expenses	\$ 400,000	\$135,000	\$ 535,000
Maintenance and Terminal Capital Equipment	\$ 10,000	\$ 30,000	\$ 40,000
Less Contractor Share	<u>\$(180,000)</u>		<u>\$(180,000)</u>
<b>Contract Price</b>	<b>\$1,554,122</b>	<b>\$912,605</b>	<b>\$2,466,727</b>

B.2 At least fourteen days prior to the submission of the contractor's first request for reimbursement, the contractor shall submit to the State a detailed budget including any revisions to its budget, incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the State, and are limited to the six-month interval and year-end of the contract.

B.3 The Contractor may seek reimbursement for eligible expenses listed in the Project Budget and its approved detailed budget. Requests for reimbursement shall include a detailed statement of expenses utilizing the State's transit accounts, a statement of revenues, and a request for reimbursement for the net operating expenses (total operating expenses less revenues), preventative maintenance expenses, marketing expenses, and maintenance and terminal capital equipment. The Contractor will invoice the State for reimbursement of eligible project expenses after the completion of approved work and items. Total reimbursements may not exceed the amended contract price of \$2,466,727. The Contractor shall operate commuter bus service under the terms of this agreement until the Contract Completion Date, using the State-owned equipment, unless the Contract is terminated earlier pursuant to Section 22.

Boston Express Bus, Inc.

HARRY W. BLUNT

Date: 4-18-14

Name

PRESIDENT

Title

*Harry W. Blunt*

Signature

NH Department of Transportation

Patrick C. Herlihy

Date: 4-23-14

Name

Director

Title

*PC Herlihy*

Signature

Approved by Attorney General

Brian W. Buonamano

Date: 5/19/14

Name

Assistant Attorney General

Title

*Brian W. Buonamano*

Signature

Approved by Governor and Council

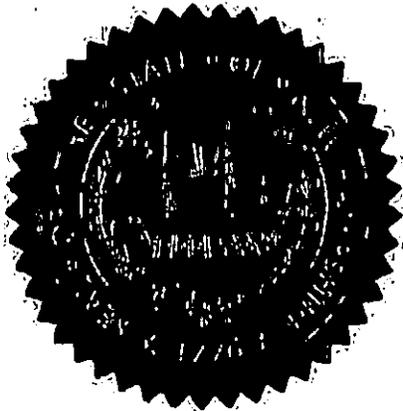
\_\_\_\_\_

Date: \_\_\_\_\_

**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 Boston Express Bus, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 10, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17<sup>th</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 4/16/2014 **Filed Documents**  
(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Boston Express Bus, Inc.	Legal

**Corporation - Domestic - Information**

**Business ID:** 565563  
**Status:** Good Standing  
**Entity Creation Date:** 10/10/2006  
**Principal Office Address:** 7 Langdon St  
 Concord NH 03301  
**Principal Mailing Address:** No Address  
**Last Annual Report Filed Date:** 3/24/2014  
**Last Annual Report Filed:** 2014

**Registered Agent**

**Agent Name:** Blunt, Harry W.  
**Office Address:** 7 Langdon St  
 Concord NH 03301  
**Mailing Address:**

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

**CERTIFICATE OF AUTHORITY/VOTE**

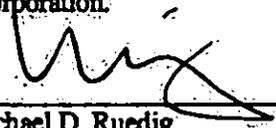
I, Michael D. Ruedig, do hereby certify that:

1. I am the duly elected Assistant Secretary of Boston Express Bus, Inc. (the "Corporation"),
2. The following are true copies of two resolutions duly adopted by consent of the Sole Shareholder of the Corporation as of April 18, 2014.

RESOLVED: That this Corporation enter into a Contract Amendment with the State of New Hampshire, acting through its Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.

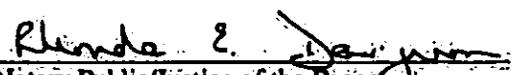
RESOLVED: That the President, Harry W. Blunt, is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of April 18, 2014.
4. Harry W. Blunt is the duly elected President of the Corporation.

  
\_\_\_\_\_  
Michael D. Ruedig  
Assistant Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2014, by Michael D. Ruedig.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Commission Expires:

Rhonda E. Davignon  
Notary Public, State of New Hampshire  
My Commission Expires Feb 2, 2016

**Boston Express Bus, Inc.**

**Consent of Sole Shareholder**

I, Harry Blunt, hereby certify that I am the Sole Shareholder and President of Boston Express Bus, Inc. I hereby consent to the adoption of the following resolutions effective April 18, 2014:

**RESOLVED:** That this Corporation enter into a Contract Amendment with the State of New Hampshire, acting through its Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.

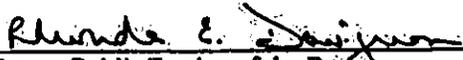
**RESOLVED:** That the President, Harry W. Blunt, is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

I hereby certify and acknowledge that the State of New Hampshire Department of Transportation will rely on these resolutions as evidence that I have full authority to bind Boston Express Bus, Inc. for that certain Contract Amendment with the State of New Hampshire Department of Transportation, dated April 18, 2014, to add additional funds to the Nashua (FE Everett Turnpike) Contract Agreement.

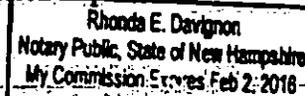
  
\_\_\_\_\_  
Harry W. Blunt  
Sole Shareholder and President

**STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2014, by Harry W. Blunt.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2014

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 must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8013 E-MAIL ADDRESS: jporter@rowleyagency.com
INSURED Boston Express Bus, Inc. 7 Langdon Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: National Interstate Ins. Co.
	INSURER B: Liberty Mutual Insurance Co. 0010
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 14/15 BE CERT 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	ADDISDRR (N/A) (N/A) (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary GL Layer GENL AGGREGATE LIMIT/APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		YFP1107620-08	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	*AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Auto Layer		YFP1107620-08	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		Excess of Primary Auto YEX1107620-08	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 4,900,000 AGGREGATE \$ 4,900,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC2-111-260171-013 CA States: NH, MA, ME	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Excess Auto and Excess GL		YEX10007621-08 YEX10007622-08	05/01/2014 05/01/2014	05/01/2015 05/01/2015	\$ 5,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The State of New Hampshire, Department of Transportation is additional insured w/ respects to general & auto liability when required by written contract. Plus Excess Auto/GL policy #YEX1107623-07 & #YEX1107624-07: \$5,000,000 each. Total Liability limits are \$25,000,000.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire DOT 7 Hazen Dr. Concord, NH 03301	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  Robert Simpson/JLP
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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



CAROL A. MURRAY, P.E.  
Commissioner

JEFF BRILLHART, P.E.  
Assistant Commissioner

Bureau of Rail & Transit  
December 7, 2006

Item 125A  
approved 1/10/07  
original contract

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an operating agreement with Boston Express Bus, Inc. (VC # 51843), Concord, NH, for an amount not to exceed \$1,130,000, to provide daily commuter bus service between Nashua and Boston from Exit 8 and the Welcome Center at Exit 6 of the F.E. Everett Turnpike in Nashua, effective from the date of Governor and Council approval through December 31, 2011, with the option to renew for an additional five-year period subject to Governor and Council approval. 93% Federal, 7% Highway funds.

Funding is available in the following accounts:

ACCOUNT	APPROPRIATION ACCOUNT NO.	CONTRACT AMOUNT
Public Transportation	010-096-2916-095	\$1,048,000.00
Consolidated Federal Aid	015-096-3054-090	\$82,000.00

**EXPLANATION**

The Department of Transportation submitted a successful proposal for Congestion Mitigation & Air Quality (CMAQ) funds in 2006 to initiate commuter bus service from Exits 8 and 6 in Nashua to Boston. Using CMAQ funds, the State will provide funding to Boston Express Bus, Inc. to operate daily commuter bus service between Nashua and Boston.

This project will also provide funding for marketing of the new service, and to manage and operate ticketing facilities at the Welcome Center at Exit 6 of the F.E. Everett Turnpike.

Boston Express Bus, Inc. is an affiliate of Concord Coach Lines, Inc. (Concord Trailways), which submitted the original proposal for this new service and the only response to a Request for Proposals issued by the Department.

The total cost of the proposed contract is \$1,130,000, of which \$1,048,000 is the Federal share and \$82,000 is the State share. Boston Express Bus, Inc. will provide an additional \$180,000 in matching funds. The total project budget is provided below:

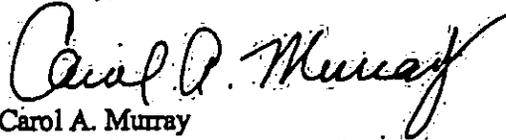
Total operating expenses	\$3,838,000
Less fare revenues	<u>\$2,938,000</u>
Net operating expenses	\$900,000
Marketing expenses	\$400,000
Capital: ticketing machines	<u>\$10,000</u>
<b>Total Project Budget</b>	<b>\$1,310,000</b>
Less Contractor share	<u>\$180,000</u>
<b>Contract Price</b>	<b>\$1,130,000</b>

Funds for this agreement are available in the FY 2007 operating budget of the Department. The Federal funds were approved in a Federal Transit Administration (FTA) grant on August 10, 2006.

This Agreement has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is hereby respectfully requested.

Sincerely,



Carol A. Murray  
Commissioner



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Approved 11/17/10
Item 215
Amend #1

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Rail & Transit
October 22, 2010

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a retroactive contract amendment (Contract # 191358) with Boston Express Bus, Inc. (Vendor #166250), Concord, NH, for bus service between Nashua and Boston, MA by increasing the contract amount by \$424,122 from \$1,130,000 to \$1,554,122, effective November 1, 2010 through December 31, 2015. The original agreement was approved by Governor and Council on January 10, 2007 (item # 123A). 100% Federal funds.

Funding for this agreement is available as follows:

PO 100853

04-96-96-964010-2916-072-500575
Public Transportation
Grants Federal
FY 2011
\$424,122

EXPLANATION

This contract amendment authorizes Boston Express to operate and maintain a bus terminal at FE Everett Turnpike Exit 8 on behalf of the state for a period of five years. The amendment also provides additional Federal funds for preventive maintenance, which is considered an eligible capital expense, for up to three years. This amendment is retroactive due to processing delays at the Department.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service from the FE Everett Turnpike Exit 8 park and ride lot and Exit 6 Welcome Center in Nashua to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses and make capital improvements. This service has been very successful, with ridership growing from under 8,000 to over 12,000 per month on 11 daily round trips.

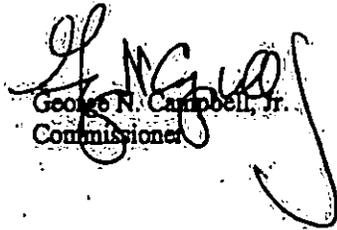
As directed in the 2010-11 Capital Budget, the State is now constructing a bus terminal at Exit 8 and converting the Exit 6 Welcome Center into a Division of Motor Vehicles substation and E-Z-Pass customer service center. Boston Express will operate out of the new bus terminal at Exit 8 and a park and ride lot in Tyngsboro, MA starting with completion of the new terminal. Boston Express projects that the availability of more parking at the two lots will support growth in ridership and will enable the bus service to break even and operate without further subsidy within three years.

In the event that Federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



George N. Campbell, Jr.  
Commissioner



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



3/11/13  
Nov. 6, 2013  
119  
[Signature]

CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

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

Bureau of Rail & Transit  
October 07, 2013

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract amendment with Boston Express Bus, Inc., (Vendor # 166250), Concord, NH, to extend the overall contract completion date and preventative maintenance subsidy to December 31, 2018 from December 31, 2015, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on January 10, 2007 (Item #123A) and amended November 17, 2010 (Item #215). This is a time extension only, requiring no additional funds.

**EXPLANATION**

Boston Express Bus, Inc. provides daily commuter bus service along the FE Everett Turnpike to Boston, Massachusetts, consisting of 16 trips per weekday and 12 trips per weekend between the hours of 6:00 am and 11:00 pm. This contract amendment authorizes Boston Express Bus, Inc. to continue to operate and maintain a bus terminal at FE Everett Turnpike Exit 8 on behalf of the State and continue to provide reimbursement for eligible preventive maintenance expenses (not to exceed the net operating deficit) through December 31, 2018. The amendment also revises the "Insurance" provision in the agreement to be consistent with other similar contracts based on guidance provided by the Department of Administrative Services' Risk Management Unit.

The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses and make capital improvements. The total contract amount, including previous amendments, is \$1,544,122. This service has been very successful, with ridership growing from under 8,000 per month when first initiated to over 16,000 per month currently. Extending the contract completion date will allow Boston Express Bus, Inc. to fully utilize available preventative maintenance funds, approximately \$169,335, remaining in this contract and the amended contract completion date will also coincide with the contract completion date of the Boston Express Bus, Inc. I-93 contract.

All other provisions of the agreement shall remain in effect.

The amendment has been approved by the Attorney General as to form and execution. Copies of the fully executed amendment are on file at the Secretary of State's office and the Department of Administrative Services' office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.  
Commissioner

Attachments



CAP 14-018

JEFFRY A. PATTISON  
Legislative Budget Assistant  
(603) 271-5161

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-5161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT

State House, Room 102  
Concord, New Hampshire 03301

RICHARD J. MASONRY, CPA  
Director, Audit Division  
(603) 271-5785

**RECEIVED**  
**COMMISSIONERS OFFICE**

APR 18 2014

April 16, 2014

THE STATE OF NEW HAMPSHIRE  
DEPT. OF TRANSPORTATION

Christopher D. Clement, Sr., Commissioner  
Department of Transportation  
John O. Morton Building  
7 Hazen Drive  
Concord, New Hampshire 03302-0483

Dear Commissioner Clement,

The Capital Budget Overview Committee, pursuant to the provisions of RSA 228:12-a, on April 15, 2014, approved the request of the Department of Transportation, Bureau of Rail and Transit, to use up to \$1,337,751 of Turnpike Toll Credit, based on total amended project costs not to exceed \$5,364,848 in Federal funds to meet funding match requirements for Boston Express Bus service to support commuter bus service along the FE Everett Turnpike and I-93 corridors between Manchester and Boston through June 30, 2017, subject to the conditions as specified in the request dated March 31, 2014.

Sincerely,

Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

Cc: Patrick McKenna, Deputy Commissioner ✓  
Patrick Herlihy, Director of Aeronautics, Rail and Transit



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

CAP 14-018



CHRISTOPHER D. CLEMENT, SR.  
COMMISSIONER

JEFF BRILLHART, P.E.  
ASSISTANT COMMISSIONER

March 31, 2014  
Bureau of Rail & Transit

The Honorable David Campbell, Chairman  
Capital Budget Overview Committee  
State House  
Concord, NH 03301

Re: Request for Approval of the Department of Transportation, Toll Credit Match  
Boston Express FEE Turnpike and I-93 Operating, Capital, and Marketing

Dear Chairman Campbell and Honorable Members of the Committee:

Requested Action

Pursuant to the provisions RSA Chapter 228:12-a, Use of Toll Credits, the New Hampshire Department of Transportation (NH DOT) requests the Capital Budget Overview Committee approve the Department's use of Toll Credits to meet funding match requirements for Boston Express Bus service. The Department will seek an increase in funding through contract amendments to support commuter bus service along the FE Everett Turnpike and I-93 corridors between Manchester and Boston through June 30, 2017. The total amended project costs shall not exceed \$5,364,848 in Federal funds and the usage of up to \$1,337,751 in Toll Credit match is requested.

Explanation

This project will provide funds for the continued operation of daily commuter bus service for the general public between Manchester-Nashua-Tyngsborough-Boston along the FE Everett Turnpike and between Manchester-Londonderry-Salem-Boston along the I-93 corridor. Boston Express Bus operates this service under contract to the State and requested funds will be used to support costs including operations, vehicle maintenance, facility maintenance, and marketing. The Department will utilize I-93 project funds and Federal Transit Administration (FTA) Section 5307 Urbanized Area funds to support these activities and the commuter bus service through June 30, 2017.

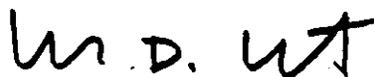
The Department entered into a contract with Boston Express Bus, Inc. in 2007 to initiate commuter bus service along the FE Everett Turnpike from Nashua to Boston, using State and Federal Transit Administration (FTA) funds to defray operating and marketing expenses. The Department also entered into a contract with Boston Express Bus, Inc. in 2008 to initiate commuter bus service along the I-93 corridor from Manchester, Londonderry, and Salem to Boston, using State and FTA CMAQ funds to defray operating and marketing expenses and make capital improvements. Both services have been very successful, with ridership and revenues growing each year. However, additional subsidy is needed to

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maintain the aging facilities and equipment and to operate a robust commuter bus service. The Department will pursue a contract amendment for the FE Everett Turnpike service to increase the contract amount by \$912,605 Federal, requiring a \$447,302 toll credit match and a separate contract amendment for the I-93 service to increase the contract amount by \$4,452,243 Federal, requiring a \$890,449 toll credit match.

Your approval of this resolution is respectfully requested.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

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**Boston Express Ridership & Revenue Summary - 2013**

**RIDERSHIP**

**I-93 Passenger Data**

	Exit 2	Exit 4	Exit 5	Manchester	Logan*	TOTAL*
2013	110,823	75,285	160,542	19,433	43,638	366,083
2012	99,574	77,811	157,928	21,391	41,612	356,704
+/-	11.3%	-3.2%	1.7%	-9.2%	4.9%	2.6%

**FEE (Nashua) Passenger Data**

	Exit 8	Exit 35	Manchester	Logan*	TOTAL*
2013	116,839	53,747	22,399	33,178	192,985
2012	121,125	45,872	23,136	31,192	190,133
+/-	-3.5%	17.2%	-3.2%	6.4%	1.5%

\*Logan numbers are not included in the Total sums as they are already accounted for in totals by location

**Combined Ridership Data**

	All Terms
2013	559,068
2012	546,837
+/-	2.2%

**REVENUES**

	Revenues	Farebox Recovery
I-93 2012 \$	3,421,206	83.4%
2013 \$	3,515,993	84.0%

	Revenues	Farebox Recovery
FEE (Nashua) 2012 \$	2,064,544	102.9%
2013 \$	2,079,464	95.2%

	Revenues	Farebox Recovery
BX Combined 2012 \$	5,485,750	89.8%
2013 \$	5,595,457	87.9%

H  
MLC



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

**State of New Hampshire**

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

October 5, 2020

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

**Informational Item**

Pursuant to RSA 21-P43, RSA 4:45, RSA 4:47, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18, Governor Sununu has authorized the Department of Safety, Division of Homeland Security and Emergency Management, to take the following action:

Enter into a grant agreement with the Town of Tilton (VC#177488-B002) to purchase and install equipment in the community's new primary Emergency Operations Center (EOC) for a total amount of \$79,931.00. Effective upon the Governor's approval through December 26, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG-S 2020			\$79,931.00

**Explanation**

This grant provides funds for the Town of Tilton to purchase and install equipment for the community's new primary Emergency Operations Center (EOC) to include a generator and security cameras. The grant listed above is funded from the FFY 2020 Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to support the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency. Through this funding opportunity, FEMA will award funding to support planning and operational readiness for COVID-19 preparedness, response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State and local partners throughout response. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning and Grants Chief, Assistant Chief of Grants and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
October 5, 2020  
Page 2 of 2

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Tilton (VC#177488-B002)		<b>1.4. Subrecipient Tel. #/Address</b> 603-286-4425 257 Main Street Tilton, NH 03276	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> December 26, 2021	<b>1.8. Grant Limitation</b> \$79,931.00
<b>1.9. Grant Officer for State Agency</b> Olivia Barnhart, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> JONATHAN SCANLON, SELECTMAN	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> JOSEPH JESSIMAN, SELECTMAN	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b> PATRICIA CONSENTING, SELECTMAN	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____, 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 he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> _____ (Commission Expiration)			
<b>1.14. State Agency Signature(s)</b> By:  On: 9/21/20		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b> 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"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 5.3 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 1.3 of these general provisions.

6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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, formulas, 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 Subrecipient 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 OF 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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, 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

Subrecipient (Initials: 1.)

*[Handwritten signature]*

3.)

Date: 7/20/00

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE:** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS:** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION:** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND:**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS:** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1)

*[Handwritten signatures]*

3) *[Handwritten signature]*

Date: *[Handwritten date]*

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Tilton (hereinafter referred to as "the Subrecipient") \$79,931.00 to purchase and install equipment that will support and enhance the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that this project and grant are meant to assist states, territories, tribes, and local governments with their public health emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.
3. "The Subrecipient" agrees that the project grant period ends December 26, 2021 and that a final performance and expenditure report will be sent to "the State" by January 26, 2022.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)

*[Handwritten initials]*

3.)

*[Handwritten initials]*

Date: 9/10/20

**EXHIBIT B**

**Grant Amount and Payment Schedule**

**1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	<b>\$79,931.00</b>	<b>\$79,931.00</b>	<b>\$159,862.00</b>
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Emergency Management Performance Grant (EMPG-S) EMB-2020-EP-00011-S01</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG-S)</b>			
<b>Applicant's Data Universal Numbering System (DUNS): 797696585</b>			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$79,931.00.
- b. "The State" shall reimburse up to \$79,931.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, January 27, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) AS 2.) JJ 3.) Dec Date: 2/10/20 Page 5 of 6

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)

JA      JH      JH

3.)

RC

Date:

9/10/20

**Town of Tilton**

257 Main Street  
Tilton, NH 03276  
603.286.4521 Town Hall  
603.286.3519 Fax  
www.tiltonnh.org



**Board of Selectmen**

Patricia Consentino  
Peter Fogg  
Joseph Jesseman  
Eric Pyra  
Jonathan Scanlon

**Tilton Board of Selectmen Meeting  
Tilton Town Hall  
September 10, 2020**

**Minutes**

**Present:** Sel. Joseph Jesseman, Sel. Patricia Consentino, Sel. Peter Fogg,  
Sel. Jonathan Scanlon, Sel. Eric Pyra

**Motion:** Selectman Pyra moved, seconded by Selectman Consentino, that we, as the Town of Tilton Board of Selectmen, in a majority vote, accept the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$79,931.00 for the purchase and installation of a generator and surveillance equipment for the community's new Emergency Operations Center (EOC). Furthermore, the Board acknowledges that the total cost of this project will be \$159,862.00, in which the Town will be responsible for a 50% match (\$79,931.00).

**Vote:** Motion adopted unanimously.

**Certification:**

I, Jeanie Forrester, certify this is a true and accurate copy of the motion adopted at the Tilton Board of Selectmen's meeting on Thursday, September 10, 2020.

---



Jeanie Forrester, Town Administrator



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Primex Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage					
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible    Comp and Coll:  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Way Est Powell</i>
			Date: 12/18/2019    mpurcal@nhprimex.org
			Please direct inquiries to: Primex Claims/Coverage Services 603-228-2841 phone 603-228-3833 fax

Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	226
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	248
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Wetpole	316
Town of Warner	317
Town of Warren	318
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>®</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>®</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>®</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>®</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>®</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>®</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>®</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:		Company Affording Coverage:	
Primex <sup>®</sup> Members as per attached Schedule of Members Workers' Compensation Program				NH Public Risk Management Exchange - Primex <sup>®</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit	Deductible	Other
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory		\$2,000,000
			Each Accident		\$2,000,000
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Market Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>®</sup> - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Wayne Bell Powell</i>
			Date: 12/18/2019    mpurcell@nhprimex.org
			Please direct inquiries to: Primex <sup>®</sup> Claims/Coverage Services 803-229-2841 phone 803-229-3833 fax

Town of Newton	257
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pembroke	267
Town of Pittsburg	270
Town of Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Stratford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	306
Town of Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Warren	318
Town of Washington	319
Town of Waterville Valley	518
Town of Wears	321
Town of Webster	322
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Edelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light Department	516



U.S. Department of Homeland Security  
Washington, D.C. 20472



Jennifer Harper  
NH Dept. of Safety, Div. of Homeland Security & Emergency Management  
33 Hazen Drive  
Concord, NH 03305 - 0011

Re: Grant No.EMB-2020-EP-00011

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$995,872.00. As a condition of this award, you are required to contribute a cost match in the amount of \$995,872.00 of non-Federal funds, or 50 percent of the total approved project costs of \$1,991,744.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "Bridget Bean", with a long horizontal flourish extending to the right.

BRIDGET ELLEN BEAN GPD Assistant Administrator