



Victoria F. Sheehan
Commissioner

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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
April 29, 2022

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$55,500.00 to Granite State Independent Living, Concord, NH (Vendor 155330) to procure one ADA-accessible minivan, effective upon Governor and Council approval, through June 30, 2024. 92% Federal Funds, 8% Capital General Funds.

Funding for this agreement is available in the Fiscal year 2022 budget:

04-96-96-964010-2916	<u>FY 2022</u>
Public Transportation	
072-500575 Grants Non-Profits Federal	\$51,000.00
04-96-96-960030-7547	
Capital Projects	
034-500160 Major Equipment	\$4,500.00

EXPLANATION

The NHDOT has approved a request for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program from Granite State Independent Living. The funding is to purchase an ADA-accessible minivan to be used in the provision of public transit services in the Concord area. Granite State Independent Living is a private, non-profit organization that provides statewide transportation services to individuals with disabilities.

The FTA authorizes grants to States to purchase capital equipment for local non-profit sub-recipients that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering the FTA Section 5310 program since its inception, as authorized by RSA L21:IXIV3 Public Transit and Bus and Facility Match and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase request. The total purchase price of the capital equipment is estimated to be \$60,000.00, of which 85% is FTA Section 5310 funds (\$51,000.00), 7.5% state capital matching funds (\$4,500.00), and 7.5% local matching funds (\$4,500.00).

NHDOT released a public notice on November 15, 2021, announcing the availability of funding from the FTA Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program for FY 2022. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services.

Two transit agencies applied by the December 20, 2021, deadline, and both were awarded funds for eligible projects. The two transit agencies are Grafton County Senior Citizens Council and Granite State Independent Living.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5310 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Every application met NHDOT's criteria for inclusion in its public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference.

1	The applicant identified how the project effectively meets the region's program-related needs and strategies, including those addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	25%
2	The applicant has successful experience in providing transportation services for seniors and individuals with disabilities or the applicant has outlined how the new service will be successful. (Replacement vehicles require minimal details.)	20%
3	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project. (Replacement vehicles require minimal details.)	20%
4	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	15%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government. (Replacement vehicles require minimal details.)	10%
6	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
	<i>*Note: Weights subject to change</i>	100%

All applications submitted were evaluated for funding by NHDOT Bureau of Rail & Transit staff. Scores and awards from the FY 2022 solicitation are as follows:

FY 2022 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Applicants	Average Score
Grafton County Senior Citizens Council	83.5%
Granite State Independent Living	80.8%

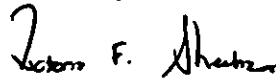
The total project cost is \$60,000.00, which includes \$51,000.00 (85%) FTA Section 5310 funds, \$4,500.00 (7.5%) State Capital match and \$4,500.00 (7.5%) Local agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of \$55,500.00. Granite State Independent Living will procure the equipment following Federal procurement guidelines, and the Department will hold title to the buses until their disposition. Granite State Independent Living will be identified as the vendor(s) for the vehicles and will submit an invoice for Federal and State reimbursement to the Department.

In the event that Federal Funds are unavailable, additional General Funds will not be requested to support this program.

This agreement has been approved by the Attorney General as to form and execution. The NHDOT 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 NHDOT.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments


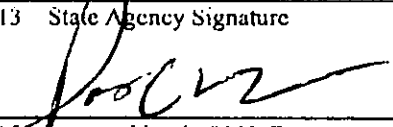
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address PO Box 7268, 21 Chenell Drive, Concord, NH 03302-7268	
1.5 Contractor Phone Number 603-228-9680	1.6 Account Number 04-96-96-964010-2916 072-500575/04-096-096-960030-7547 034-500160	1.7 Completion Date 06/30/2024	1.8 Price Limitation \$55,500.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail and Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 4/27/22		1.12 Name and Title of Contractor Signatory President & CEO	
1.13 State Agency Signature  Date: 5/13/22		1.14 Name and Title of State Agency Signatory Patrick C. Heffley Director Aeronautics, Rail and Transit	
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: Emily C. Davis On: 5/2/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/27/22

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



Date

4/27/22

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.

EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

FTA Section 5310

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

Granite State Independent Living

EXHIBIT A

SPECIAL PROVISIONS

A.1. Amend P-37 by adding "NOTICE OF CLAIMS" as section 25:

25. The Contractor, Granite State Independent Living, (hereinafter the "Contractor") shall give the NHDOT Contract Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under the Contract as set forth in Section 39 (b) Flow Down Requirement of the Federal Transit Administration's Master Agreement. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Granite State Independent Living

EXHIBIT B

SCOPE OF SERVICES

B.1. CAPITAL PURCHASES

1. The Contractor, Granite State Independent Living, (hereinafter the "Contractor"), will procure the following capital items for use in accordance with requirements associated with its FTA Section 5310 public transportation services within the State:
 - a. One ADA-accessible minivan. The transit vehicle is an eligible capital expense under Federal Transit Administration (FTA) guidelines and will allow the Contractor to expand current transportation services and to access service routes that are not easily accessible with a traditional transit bus.
 - b. The contract will provide funding through the NH Department of Transportation (NHDOT), from the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Capital Program, for (85%) of the cost to purchase the minivan, not to exceed \$51,000.00 Federal funding. State capital funds will pay non-federal match of (7.5%), not to exceed \$4,500.00. Granite State Independent Living will pay the remaining non-federal match of (minimum 7.5%), for a total estimated project cost of \$60,000.
 - c. The Contractor may submit a written request to the NHDOT Commissioner's designated representative to modify the type and/or quantity of capital vehicles detailed in the scope and budget, provided that said changes are within the contract budget amount. Said written request must contain sufficient details to support and substantiate the requested change(s). Within 30 days of receipt of the Contractor's written request, NHDOT will provide a written decision to the Contractor as to whether or not approval is granted.
2. The Contractor will purchase the capital equipment in compliance with all applicable Federal regulations and guidance including FTA Circular 4220.1F, "Third Party Contracting Guidance," or most recent, related to small purchases. Requirements include, but are not limited to, the following:
 - a. Inclusion of Federal Clauses with requests for quotes;
 - b. Obtaining a minimum of three quotes from responsive vendors based on single list of specifications;
 - c. Providing/retaining proof that vendor is neither debarred nor suspended from participation in Federally funded projects;
 - d. Ensuring required pre-award documentation is obtained, retained, and provided to NHDOT upon request;
 - e. Providing/retaining proof that manufacturer is listed as eligible on FTA's Eligible Transit Vehicle Manufacturers website;
 - f. Submission of Transit Vehicle Award Reporting Form (via online portal) within 30 days of award;
 - g. Ensuring required post-delivery documentation is obtained, retained, and provided to NHDOT upon request.

B.2. VEHICLE USE AGREEMENT

Section 1

- 1.1 The Contractor shall purchase the equipment identified in Exhibit B.1., attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit D following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit C, with actual cost to be determined following award of bids for the project equipment.
- 1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.
- 1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is understood and agreed that legal title to such equipment shall be immediately transferred to the State or, at the Department's sole discretion, to the Department's written designee.

Section 2

- 2.1 The Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.
- 2.2 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible. Failure to exhibit good-faith efforts to coordinate, as determined by the Department upon collaboration with the affected Regional Coordinating Council(s) (RCC), may be deemed a breach of contract.
- 2.3 The Contractor is responsible for all vehicle operating costs. The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.
- 2.4 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the FTA Circular 5010.1E, or most recent, and the State Management Plan, which are hereby incorporated by reference. If during the term of this Contract any project equipment is not used in the manner herein described, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.
 - 2.4.1 The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

- 2.5 During the full period of this Contract the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.
- 2.6 The Contractor shall secure automobile liability insurance commensurate with requirements set forth by the affected RCC. At a minimum, coverage shall be for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.
- 2.7 The Contractor shall implement and carry out a driver training program that meets or exceeds the Department's standards, as determined by the Department's Rural Transit Assistance Program (RTAP) committee. At time of execution, the minimum trainings include defensive driving, passenger assistance, and emergency evacuation procedures.

Section 3

- 3.1 The term of this Contract shall commence upon G&C approval and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

- 4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.
- 4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.
- 4.3 The Department will conduct periodic reviews to ensure compliance with such obligations. Notable federal requirements include, but are not limited to, developing and/or implementing a Board-approved Title VI (Civil Rights) plan and ensuring all services are compliant with Americans with Disabilities Act (ADA) guidelines.

Section 5

- 5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department. The Department may require additional reports be submitted as deemed necessary, such as those designed to enhance RCC activities or ensure FTA compliance.

Section 6

- 6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

- 6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above-named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

- 7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:
- d. The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;
 - e. The Contractor takes any action pertaining to this Agreement without the approval of the Department, and which under the procedures of this Agreement, would have required the approval of the Department;
 - f. The commencement, prosecution, or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible, or illegal;
 - g. The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

- 8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.
- 8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.
- 8.3 Notwithstanding anything to the contrary contained herein, nothing in this Contract is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

- 9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.
- 9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
- 9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, 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 these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

Granite State Independent Living

EXHIBIT C

BUDGET

1. The Contract price, as defined in Section 1.8 of the General Provisions, is comprised of FTA Section 5310 (\$51,000.00) and State Capital Match (\$4,500.00), whereas the total project cost is \$60,000.00 and includes additional local match funds (\$4,500.00) to be provided by Granite State Independent Living. The table below summarizes the funds:

Project Description	Qty.	FUNDING			Total Project Cost
		FTA 5310 Funds	State Capital Match	Local Match	
FTA Section 5310					
ADA accessible minivan	1	\$51,000	\$4,500	\$4,500	\$60,000
Total Contract Funds		\$51,000	\$4,500	\$0	\$55,500

- a. Funds are contingent upon Federal and State appropriations.
2. The Contractor shall submit appropriate documentation consistent with Federal small purchase guidance to NHDOT for review and approval prior to any procurement, as further detailed in Exhibit B. Upon written approval from NHDOT, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or most recent.

Granite State Independent Living

EXHIBIT D

VEHICLE LIST

NH-16-X047	2019 Ford Transit 350EL	1FDVU4XMXXKB71691
NH-16-X047	2019 Ford Transit 350EL	1FDVU4XM1KKB71692

State of New Hampshire

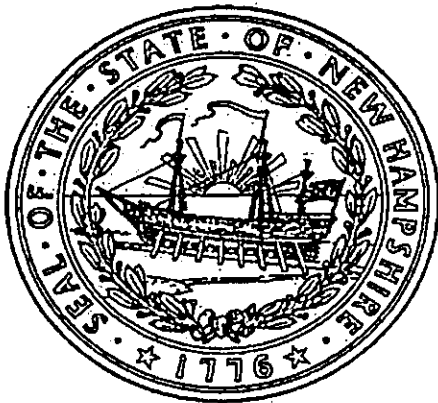
Department of State

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: 0005748124



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State



Granite State Independent Living

Resolution of the Board of Directors

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 below, at a duly called meeting of the Board of Directors held on April 22, 2022.

WHEREAS: The Board of Directors of Granite State Independent Living, otherwise known as GSIL,

WHEREAS: The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private non-profit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of elderly and disabled persons for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS: the Governor of the State, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA), has designated the Department to evaluate and select projects proposed by private not-for-profit organizations and to coordinate the grant applications; and

WHEREAS: The State and Granite State Independent Living the Contractor desire to secure and utilize grant funds for the transportation needs of the elderly and disabled citizens of the State of New Hampshire.

NOW THEREFORE BE IT RESOLVED: That the Board of Directors of Granite State Independent Living authorizes the Chief Executive Officer, Deborah Ritcey to sign for the agency and enter into Agreement 5310 Elderly and Persons with Disabilities Program with the State of New Hampshire, Department of Transportation for the purpose of purchasing said vehicle.

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 for the next thirty (30) days; and the following person has been duly elected and now occupy the office indicated below.

DATED: 4/27, 2022


Geoffrey Souther, Chair & Secretary



Granite State Independent Living

Certificate of Vote

I, Geoffrey Souther a do hereby certify that:

- 1. I am duly elected Secretary of Granite State Independent Living.
2. The foregoing are true copies of resolutions duly adopted via a vote of the Board of Directors, duly held on April 22, 2022.
3. 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.

Handwritten signature of Geoffrey Souther, Chair & Secretary

Certificate of Authority

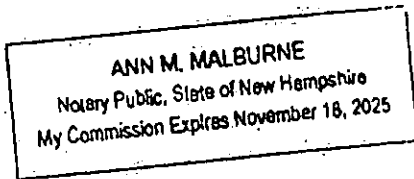
State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 27th day of April 2022 before me, Geoffrey Souther, the undersigned Officer, personally appeared Geoffrey Souther who acknowledged himself to be 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:

SEAL:



Handwritten signature of Ann M. Malburne, Notary Public

My Commission Expires: 11/18/2025

Client#: 492954

GRANISTA6

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/04/2022

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Brenda Buck CPCU, CIC, CPIW. PHONE: 855 874-0123. FAX: (A/C, No):. E-MAIL ADDRESS: brenda.buck@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058. INSURER B: Granite State Healthcare & Human Svc WC. NONAIC. 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (PHPK2376095), Automobile Liability (PHPK2376098), Umbrella Liability (PHUB802172), and Workers Compensation and Employers' Liability (HCHS20220000558).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional insured Status Is Provided When Required By Contract with respect to the Commercial General Liability Veh# 11 - 2019 Ford Translt 350 Wagon WAG VIN# 1FDVU4XMXXKB71691 NH; Coverages - Liability: ; PIP:; Med. Pay: 5,000; Uninsured Motorist /1,000,000; Comprehensive: 500 Ded.; Collision: 1000 (See Attached Descriptions)

CERTIFICATE HOLDER: The State of NH, Dept. of Transportation, Bureau of Rail & Transit, PO Box 483, 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: See list

DESCRIPTIONS (Continued from Page 1)

Ded.; ACV

Veh# 12 - 2019 Ford Translt 350 Wagon WAG VIN# 1FDVU4XM1KKB71692

NH; Coverages - Liability: ; PIP;; Med. Pay: 5,000; Uninsured

Motorist /1,000,000; Comprehensive: 500 Ded.; Collision: 1000

Ded.; ACV

RECEIVED
FEB 14 2022
RAIL & TRANSIT

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Granite State Independent Living

The Applicant certifies to the applicable provisions of all categories: (*check here*) X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Granite State Independent Living

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2022

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Deb R Date: 2/8/2022



Name Deborah Ritcey, President & CEO Authorized Representative of Applicant

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2021 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2021 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

Granite State Independent Living (GSIL)
Name of Agency

2/8/2021
Date

Christopher Purinton
Name of Authorized Official


Signature



FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NH DOT)

Name of Subrecipient/Contracting Agency: Granite State Independent Living

Granite State Independent Living, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: *(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))*

Amount: **TBD**

Catalog of Federal Domestic Assistance (CFDA) number: 20.513

FTA Award Name: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

Federal Award Identification Number (FAIN): **TBD**

Federal Award Date: **TBD**

Contact information for sub-awarding official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Is this award for research and development? No

NH DOT's cost rate for the federal award: N/A

Subrecipient/Contractor Information:

Subrecipient/Contractor Name: **Granite State Independent Living**

Subrecipient/Contractor DUNS number: **118084276**

Subrecipient/Contractor SAM.GOV registration: **DS1LEVPTQ9G1**

Name of authorizing subrecipient/contracting official: Deborah Ritcey

Title of authorizing subrecipient/contracting official: President/CEO

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient/Contractor Federal indirect cost rate:

(An approved federally recognized indirect cost rate negotiated between the subrecipient/contractor and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).



FTA and 2 CFR 200 Agreement

Revised 11/30/2021

Subaward Period of performance:

Start Date: TBD End Date: 6/30/24

Total amount of FTA sub-award obligated by this action (contract/amendment):

For FFY: 2022 Section: 5310 Capital Amount: \$51,000.00

Total amount of FTA sub-award committed to the subrecipient (original contract & amendments):

For FFY: 2022 Section: 5310 Capital Amount: \$51,000.00

Pass-through requirements:

The Subrecipient/Contractor, Granite State Independent Living agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

The Subrecipient/Contractor, Granite State Independent Living agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The Subrecipient/Contractor, Granite State Independent Living agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part and appropriate terms and conditions concerning closeout of the subaward.

Date: 4/27/22

Name of authorizing subrecipient/contracting official: Deborah Ritecy

Title of authorizing subrecipient/contracting official: President/CEO

Signature of authorizing subrecipient/contracting official: DR



2021-2022 BOARD OF DIRECTORS

Chair & Secretary

Geoffrey Souther (2023-2)

1st Vice Chair

Lorna Greer (2023-1)

2nd Vice Chair

Rev. Edward L. Costa Jr (2022-1)

Treasurer

Ken Traum (2022-2)

Theo Vougias (2022-2)C/O Devine Millimet

Iris Polley (2022-1)

Dave Qualey (2022-1)

Kevin Ennis (2022-1)

Larry Smukler (2022-1)

Kyra Leonard (2023-1)

**Data Collection Form for Reporting on
AUDITS OF STATES, LOCAL GOVERNMENTS, INDIAN TRIBES,
INSTITUTIONS OF HIGHER EDUCATION, AND NONPROFIT ORGANIZATIONS
for Fiscal Period Ending Dates in 2019, 2020, or 2021**

PART I: GENERAL INFORMATION REPORT ID: 871205 VERSION: 1

1. Fiscal Period		2. Type of Uniform Guidance Audit		3. Audit Period Covered	
a. Start Date	10/1/2019 (MM/DD/YYYY)	<input checked="" type="checkbox"/> Single audit	<input type="checkbox"/> Program-specific audit	<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> Biennial
b. End Date	9/30/2020 (MM/DD/YYYY)			Other: Number of Months <input type="text"/>	

4. Auditee Identification Numbers	
a. Auditee Employer Identification Number (EIN)	d. Auditee Data Universal Numbering System (DUNS) Number
02-0350170	11-808-4276
b. Are multiple EINs covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	e. Are multiple DUNS numbers covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. If Part I, Item 4b is Yes, complete the attached Auditee EIN Continuation Sheet.	f. If Part I, Item 4e is Yes, complete the attached Auditee DUNSE Continuation Sheet.

5. Auditee Information		6. Primary Auditor Information	
a. Auditee Name		a. Audit Firm/Organization Name	
GRANITE STATE INDEPENDENT LIVING		LEONE, MCDONNELL & ROBERTS, P.A.	
b. Auditee Address Number and Street		b. Audit Firm/Organization EIN	
21 CHENELL DRIVE		02-0417217	
c. Auditee Contact		c. Audit Firm/Organization Address Number and Street	
Name: JILL BILLE		5 NELSON STREET	
Title: CHIEF FINANCIAL OFFICER		City: DOVER State: NH Zip Code: 03820	
d. Auditee Contact Telephone		d. Auditor Contact	
(603)410-6530		Name: SHAUNA BROWN	
e. Auditee Contact E-mail		Title: SHAREHOLDER	
JBILLE@GSIL.ORG		e. Auditor Contact Telephone	
		(603)749-2700	
		f. Auditor Contact E-mail	
		SBROWN@LMRPA.COM	
		g. Was a secondary auditor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		h. If Part I, Item 6g is Yes, complete the attached Secondary Auditors Contact Information Sheet.	

Sara O'Dougherty

Qualifications Summary: Customer oriented professional with supervisory and/or Team Leader experience. Strong administrative and organizational skills to plan, manage, and execute day-to-day office operations. Experience in payroll preparation, billing, and knowledge of DOT regulations. Demonstrated ability to listen, communicate (written and verbal) with all levels of staff, vendors, and clients. Good decision-making skills and the ability to function well under stress while working in a fast-paced environment.

Education:

Granite State College-Concord, NH

June 2011

Bachelor's Degree - Business Management

- GPA 3.69

Employment:

Granite State Independent Living – Concord, NH

August 2015 – Present

Transportation Manager

- Coordinate the transportation needs of GSIL consumer, broker clients as well as those within the public seeking (mainly) wheelchair accessible transportation.
- Ensure that several company, funding agencies and governmental reports (that document the variety of services we provide each month) are generated.
- Oversee the maintenance of company vehicles to ensure the highest level of safety and efficiency.
- Oversee and actively participate as a State Certified School Bus Driver Trainer the training of all drivers including those with a school bus certificate
 - Maintain all driver qualification files
- Participate in: NH Transportation Assistance Program, NH State Coordinating Council for Community Transportation & Region 3-NHRCC

Student Transportation of America - Bradford, NH

July 2013 – March 2015

Training Supervisor

State Certified Driver/ School Bus Driver Trainer

- Prepare & maintain driver/monitor files of staff of 60+ including all documents for their required background checks & clearances, school bus, first aid & CPR certifications, physicals & licensing for state & company records
- Prepare & submit all weekly, monthly & annual reports of this training to pupil transportation with the state of NH as well as direct report supervisor with company

School Bus Driver - STA

Oct. 2010 – March 2015

- Provide safe, reliable transportation to school age children to & from school
- Prepare daily & weekly reports & paperwork necessary to document this task such as pre/post trip reports, mileage logs & student counts

Krystal's Restaurant - Aiken, SC

July 2008 - July 2009

Shift Manager

- Assisted General Mgr with the shift operations
- Supervised crew of between 5-10 during the breakfast and lunch shifts
- Assigned specific tasks during shifts to optimize customer service. At end of the shift, I counted the drawers for the shift and prepared the deposits
- Processed shift inventory: ordered supplies based on need

Laidlaw Education Services – Peterborough, NH

June 2000 – April 2007

Branch Manager

- Successfully coordinated the day-to-day operations for the safe transportation of roughly 10,000 students for 4 separate school districts simultaneously
- This included assigning bus routes to drivers, reviewing the daily maintenance schedule to ensure that there are plenty of safe buses for each run, and help with training new and veteran drivers to keep in compliance with DOT standards.
- Processed weekly payroll for branch staff
- Processed branch invoices for billing
- Successfully maintained a monthly budget
- Oversaw maintenance of over 100 staff and vehicle files for DOT and company criteria
- Processed the necessary documentation of branch operations for company, including daily, weekly, monthly and annual reports
- Directed the recruitment of over 100 branch positions
- Trained, supervised and evaluated staff, coached improvements; resulted in multilateral staff achievement of work objectives
- Successfully refined and implemented new projects
- Maintained a very high level of customer satisfaction

Laidlaw Education Services (other positions)Driver Trainer – State Certified

March 1997 – Present

School Bus Driver

Nov. 1996 – March 1997

Relevant Experience & Accomplishments:

- Organized church fundraiser -
8 separate venues featuring different performances
- Girl Scout Troop Leader
- Little League Softball Coach
- Honored as Branch Manager of the year for 2005 by Company District Managers
- Dean's list with Granite State College

DEBORAH RITCEY

deborahritcey@gmail.com

22 James Street Ext., Derry, NH 03038

603.479.5006

GRANITE STATE INDEPENDENT LIVING, NH

7/2019-PRESENT

PRESIDENT AND CHIEF EXECUTIVE OFFICER

- Work with Board to fulfill GSIL's mission.
- Provide leadership and direction for the implementation of organization's mission, values, and philosophy.
- Develop and maintain resources to ensure financial health.
- Oversees the administration, programs, and strategic planning of the organization.
- Responsible for development and management of GSIL's yearly budget of \$20m.
- Engage in Funding opportunities.
- Active in the political landscape to ensure positive relationships with the community at large.
- Review and approve all contracts for GSIL.

THRIVE SKILLED PEDIATRIC CARE, WAKEFIELD, MA

7/2017-6/2019

NATIONAL DIRECTOR CONTRACTING; 4/19-PRESENT

- Responsible for the fiscal viability of all revenue contracts: Medicaid, Managed Care, School Districts and Vendors in 8 states (TX, KS, CO, NC, VA, GA, AL, NM); Annual revenue from contracts \$106m.
- Developed pay for performance contracts.
- Identified opportunities for new revenue streams.
- Participated at state fair hearings regarding reimbursement setting.

NATIONAL DIRECTOR REVENUE CYCLE MANAGEMENT; 12/17-4/19

- Interim promotion to build a new centralized revenue team.
- Annual revenue collections of \$80m in 5 states (TX, KS, CO, NC, VA).
- Oversaw the day-to-day operations of revenue team.
- Produced financial reports for Board of Managers.
- Responsible for the fiscal viability of all payor contracts: Medicaid, Managed Care, School Districts and Vendors.
- Oversaw the day-to-day operations of admissions for TX.

PAYOR CONTRACT MANAGER: 7/17-11/17

- Identified all payor contracts and reimbursement structure for 5 states (TX, KS, CO, NC, VA).
- Responsible to review all contract due diligence on all acquisitions.
- Negotiated or renegotiated all contracts, which included managed care, Medicaid, School Districts.
- Represent company at State fair hearings around reimbursement.

ELLIOT HEALTH SYSTEM, MANCHESTER, NH

3/2017-6/2017

MANAGER, MANAGED CARE CONTRACTING

- Negotiated reimbursement rates for managed care payor contracts.
- Provided assistance to care coordinators and revenue cycle staff to resolve payment discrepancies.
- Implemented contracted performance standards.
- Established and maintained positive relationships with the managed care payors.

WELL SENSE HEALTH PLAN, MANCHESTER, NH

4/2015-3/2017

DIRECTOR CONTRACTING & PROVIDER ENGAGEMENT

- Evaluated, analyzed and negotiated provider contracts.
- Directed contracting staff in negotiations and re-negotiations of provider agreements in support of development of new networks, and re-contracting in support of changes in funding or reimbursement methodology.
- Worked with key internal stakeholders to develop and maintain provider network adequacy standards based on requirements and criteria established by regulatory and accrediting entities.
- Identified cost improvement measures.
- Developed and implemented quality measures for provider contracts.
- Coordinated responses and reports for the Department of Health and Human Services.
- Key internal & external stakeholder for MCO implantation.

Deborah Ritcey

<u>SENIOR WHOLE HEALTH, CAMBRIDGE, MA</u> CONTRACT MANAGER;	12/2011-4/2015 8/2014-4/2015
<ul style="list-style-type: none">• Responsible for the evaluation, analysis, negotiation, execution, implementation, and on-going management of provider contracts.• Lead contractor for all Risk-Based and Shared Savings contracts.• Owner of relationship management for home & community-based providers and EOHHS• Identified cost improvement measures.• Developed and implemented quality measures in new contracts.	
MANAGER, NETWORK DEVELOPMENT; 3/2013-11/2013	
<ul style="list-style-type: none">• Developed and implemented provider recruitment strategies in targeted markets to ensure network adequacy.• Monitored contract financials and quarterly performance.• Identified barriers to achieving contracting goals and recommend solutions.	
NETWORK DEVELOPMENT SPECIALIST; 12/2011-3/2013	
<ul style="list-style-type: none">• Lead contractor on state Integrated Care Organization demonstration project for community-based organizations (ASAP, ILC, RLC, DD, PCMA, etc).• Owner of relationship management for community providers.• Identified cost improvement measures.• Implemented quality measures in new contracts.	
<u>NORTHEAST INDEPENDENT LIVING PROGRAM, LAWRENCE, MA</u> DIRECTOR, PERSONAL CARE SERVICES	11/2013-8/2014
<ul style="list-style-type: none">• Maintained clear communication with Executive Director regarding program progress and challenges.• Ensured program was meeting all contractual obligations from funders.• Negotiated all Managed Care contracts.• Provided supervision, training and direction to program staff on proper program policies and procedures.• Completed quarterly and biannual reports as required by agency board of directors and EOHHS.• Maintained tracking system of program referrals and assign referrals to program staff.• Held regular meetings with program staff to coordinate and maintain service delivery to consumers.• Developed and maintained system of quality assurance reviews of consumer files and service documentation.• Communicated with Fiscal Intermediary as needed to ensure correct service delivery.• Developed relationships and communicated with MassHealth and EOHHS as needed.• Participated in State budgetary Hearings.• Attended trainings or informational sessions in relation to Personal Care Attendant Program.• Performed community outreach and marketing to develop referral sources and increase community knowledge and awareness of program services.	
<u>DR LOGISTICS, DERRY NH</u> SELF-EMPLOYED, CONSULTANT SERVICES	12/2010-12/2011
<u>EVERCARE, OVATIONS, A UNITED HEALTH CARE COMPANY, WALTHAM, MA</u> ASSOCIATE DIRECTOR, NETWORK OPERATIONS AND CONTRACTING. MANAGER, PROVIDER RELATIONS	12/2007-12/2010
<u>GENESIS HEALTHCARE, ANDOVER, MA</u> MANAGER, BILLING AND COLLECTIONS NETWORK IMPLEMENTATION COORDINATOR	1/2003-12/2007
<u>SALTER SCHOOL, TEWKSBURY, MA</u> ADJUNCT INSTRUCTOR	9/2003-12/2007
<u>TUFTS HEALTH PLAN, Watertown, MA</u> SUPERVISOR, PROVIDER RELATIONS PROVIDER RELATIONS SPECIALIST CUSTOMER SERVICE REPRESENTATIVE	8/1997-1/2003

Deborah Ritcey

EDUCATION

Master of Public Administration, Suffolk University, Boston, MA

PROFESSIONAL

- 2nd Vice Chair, NH Statewide Independent Living Council
- Council Member, State Coordinating Council for Community Transportation, NH
- Advisory Member, Alliance for Health Aging, NH
- Advisory Member, Assistive Technology in New Hampshire
- Member, Disability Community Planning Group, NH
- Advisory Member, Electronic Visit Verification Council, NH
- Past 1st Vice Chair, Committee Chair Governance & CEO Search Committees, Granite State Independent Living, Concord, NH
- Past Stakeholder, MA PCA Workforce Council
- Hospice Volunteer
- Past Board of Director, the Northeast Independent Living Program, Lawrence, MA
- Past Advisory Board Member, SWH Whole Health ICO, Cambridge, MA
- Past Advisory Board, Salter School, Tewksbury, MA
- Past Board of Director, Waltham Communities Inc., Waltham, MA
- Past President, Treasurer, & Board Member, MA Spina Bifida Association, Melrose, MA