



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

28 mac

October 14, 2019

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

REQUESTED ACTION

1. Authorize the New Hampshire Council on Developmental Disabilities (Council) to **RETROACTIVELY** enter into a grant agreement with Refurbished Equipment Marketplace (REM) also d/b/a Crotched Mountain Rehabilitation Center, Inc, 57 Regional Drive, Concord, NH 03301, in the amount of \$40,000. To provide assistances to individuals with Intellectual and Development Disabilities (I/DD) in purchasing, servicing, and in the delivery of REM equipment, effective upon Governor and Council approval for the period of October 1, 2019 through September 30, 2021. The source of funds is 100% federal.
2. Further authorize an advance payment in the amount of \$20,000 at the beginning of each contract year to REM d/b/a Crotched Mountain Rehabilitation Center, Inc. in accordance with the terms of the contract effective upon Governor and Council approval.

Funding to support this request are anticipated to be available in the following account for State Fiscal Years 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:

01-97-97-970010-71350000 – Developmental Disabilities Council			
Class 072-500575, Grants Federal			
FY2020		\$20,000	
FY2021		\$20,000	

EXPLANATION

The request is being made **RETROACTIVE** due to delays in finalizing the agreement, as well as competing priorities for both organizations and necessary procedural clarifications, which further delayed the development of agreement. However, steps have been taken to ensure that any further agreement between the two organizations will be made, and submitted in a timely manner for Governor & Council approval.

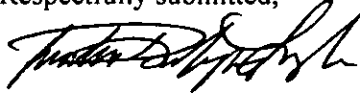
Councils on Developmental Disabilities were created by the federal Developmental Disabilities Act (DD Act) in 1970. The New Hampshire Council was established in 1971. Councils are located in

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

This project agreement provides funding to help assist individuals with intellectual and development disabilities in purchasing, servicing, and in the delivery of REM equipment. Person receiving subsidies will contribute 25% of the overall cost of the equipment. REM will be responsible for tracking and reporting all funds that are distributed and reporting back to the Council.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Isadora Rodriguez-Legendre', written in a cursive style.

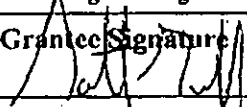
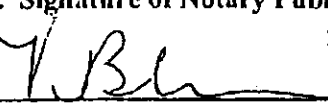
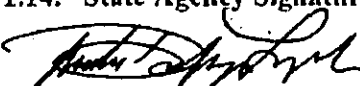
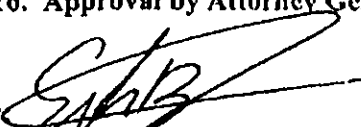
Isadora Rodriguez-Legendre
Executive Director

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Council on Developmental Disabilities		1.2. State Agency Address 2 1/2 Beacon Street, Concord, NH 03301	
1.3. Grantee Name: Crotched Mountain Foundation. Refurbished Equipment Marketplace (REM)		1.4. Grantee Address 57 Reginal Drive, Concord, NH 03301	
1.5. Grantee Phone # 603-547-3311	1.6. Account Number 71350000	1.7. Completion Date September 30, 2020 <small>2021</small>	1.8. Grant Limitation \$40,000
1.9. Grant Officer for State Agency Isadora Rodriguez-Legendre		1.10. State Agency Telephone Number 603-271-1157	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Scott Graff, Chief Financial Officer	
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) as _____ person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this agreement in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Notary Public for the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Notary Public for the Peace Vanessa Blais - Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Isadora Rodriguez-Legendre, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By  Assistant Attorney General, On: 7/30, 2019			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

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

being hereinafter referred to as "the Project").

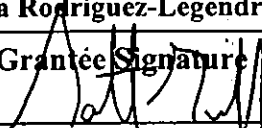
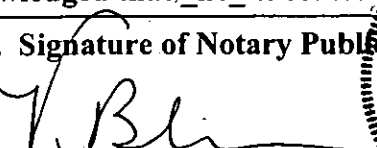
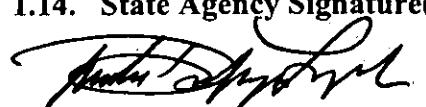
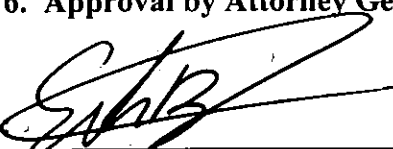
Grantee Initials AD
Date 8/12/19

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Council on Developmental Disabilities		1.2. State Agency Address 2 ½ Beacon Street, Concord, NH 03301	
1.3. Grantee Name: Crotched Mountain Foundation. Refurbished Equipment Marketplace (REM)		1.4. Grantee Address 57 Reginal Drive, Concord, NH 03301	
1.5. Grantee Phone # 603-547-3311	1.6. Account Number	1.7. Completion Date September 30, 2020	1.8. Grant Limitation \$40,000
1.9. Grant Officer for State Agency Isadora Rodriguez-Legendre		1.10. State Agency Telephone Number 603-271-1157	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Scott Graff, Chief Financial Officer	
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 executed this agreement in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Commissioner of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Commissioner of the Peace Vanessa Blais - Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Isadora Rodriguez-Legendre, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By  Assistant Attorney General, On: 9/30/2019			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____ / ____ / ____			

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

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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. CONDITIONAL NATURE OR AGREEMENT. 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. 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

Grantee Initials

Date 8/12/19

- 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 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 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.

Refurbished Equipment Marketplace

Memorandum of Understanding

Between the NH DDC and the Refurbished Equipment Marketplace

April 18, 2019

The NH Development Disabilities Council (NH DDC) agrees to support Refurbished Equipment Marketplace (REM) in the amount of \$20,000 for FFY 2020, and \$20,000 for FFY 2021 to assist individuals with I/DD in purchasing, Servicing, and in the delivery of REM equipment.

Additionally, REM commits to the following:

- Every item subsidized is to be tracked and recorded.
- Those who receive subsidies will contribute 25% toward the total cost.
- REM must submit a Sustainability Plan to NHCDD.
- Funds need to be spent by September 30th, 2021.
- Signs need to be visible (at your store and on REM website) that advertise the subsidy

and include the following information:

- NHCDD Logo
- "Financial assistance may be available from the NH Council on Developmental Disabilities to anyone with an intellectual and/or developmental disability"

Refurbished Equipment Marketplace

Payment Terms

The funds will be disturbed to REM as a one lump sum grant at the beginning of each contract year. REM is responsible for the following tracking and reporting requirements:

- Every item subsidized is to be tracked and recorded.
- REM shall submit quarterly reporting using the provided expense tracking spreadsheet.
- Those who receive subsidies will contribute 25% toward the total cost.
- REM must submit a Sustainability Plan to NHCDD.
- Funds need to be spent by September 30th, 2021.



**State of New Hampshire
Department of State**



6/13/2019 8:30:21 AM

Crotched Mt Rehabilitation Ctr
1 Varney Drive
Greenfield, NH, 03047, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: 239704
Filing No: 4527528



Filed
Date Filed : 06/11/2019 04:30:00 PM
Effective Date : 06/11/2019 04:30:00 PM
Filing # : 4527528 Pages : 1
Business ID : 239704
William M. Gardner
Secretary of State
State of New Hampshire

OFFERING A LIFELONG ALLIANCE TO PEOPLE
CROTCHED MOUNTAIN WITH DISABILITIES

June 6, 2019

Secretary of State
State House, Room 204
Concord, NH 03301

Subject: Certificate of Good Standing - New Hampshire Assistive Technology Center/ REM a NH nonprofit corporation-239704

Dear Representative:

Please accept this letter as a request for a Certificate of Good Standing for Crocheted Mountain, Community Care, INC. Enclosed is a \$5.00 check for payment.

Finance Department/Ruth Swain
Crocheted Mountain Foundation
1 Verney Drive
Greenfield, NH 03047

Should you have any questions, please contact me at 603.547.3311, extension 218.

Sincerely,

Ruth Swain
Administrative Assistant
Finance Department

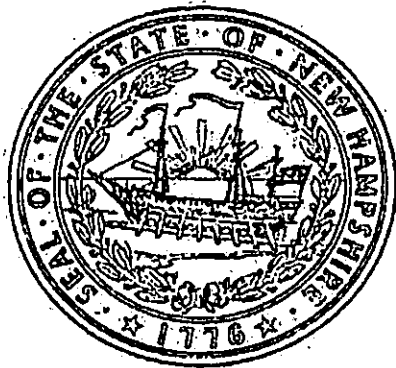
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ASSISTIVE TECHNOLOGY CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 22, 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: 239704

Certificate Number: 0004527528



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2019.

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

William M. Gardner
Secretary of State



**State of New Hampshire
Department of State**



Work Order #: 20190130042940

Receipt Date/Time: 06/12/2019 08:46:38 AM

Payer Information:

Crotched Mt Rehabilitation Ctr
1 Varney Drive
Greenfield, NH, 03047, USA

Filer Information:

Crotched Mt Rehabilitation Ctr
1 Varney Drive
Greenfield, NH, 03047, USA

Payer Customer ID: 99784

Filer Customer ID: 99784

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
06/12/2019 08:46:21 AM	Check	Check#: 045161	N/A	Paid	\$5.00
Total Payment Received:					\$5.00

Transaction Description:

Transaction #	Description	Reference Information
20190130042940-001	Certificate of Good Standing - Domestic Nonprofit Corporation	NEW HAMPSHIRE ASSISTIVE TECHNOLOGY CENTER

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
06/11/2019 04:30:00 PM	20190130042940-001	Accepted	Paid	\$5.00
Total				\$5.00

Drawdown Account Balance:	\$0.00	Total Due:	\$0.00
Credit Account Balance:	\$0.00	Total Refunded:	\$0.00
Total Change To Credit Account Balance:			\$0.00

CERTIFICATE OF AUTHORITY
(For Corporations Only)

August 12, 2019

(Current Date)

At a meeting of the Directors of the Crotched Mountain Rehabilitation Center, Inc.
(Name of Corporation)
duly called and held at Greenfield, New Hampshire
(Location of Meeting)
on the 12th day of August 20 19 at which a quorum was present and acting,
it was VOTED, that Scott Graff
(Name)
the Chief Financial Officer and Treasurer of this corporation is hereby
(Position)
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation
a contract for Special Education Services
(Describe Service)

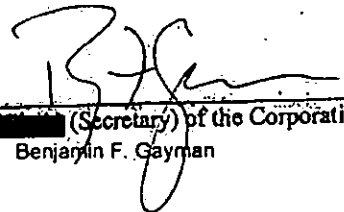
with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote
has not been amended or repealed and is in full force and effect as of this date, and that

Scott Graff
(Name)
is the duly elected Chief Financial Officer and Treasurer of this
(Position)
corporation.

Attest:

(Affix Corporate Seal Here)


(Secretary) of the Corporation
Benjamin F. Gayman

APPROVED AS TO FORM BY CORPORATION COUNSEL FEBRUARY, 1998
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Benjamin F. Gayman, hereby certify that I am duly elected Secretary of
Crotched Mountain Rehabilitation Center, Inc. d/b/a Crotched
Mountain - REM/Refurbished Equipment Marketplace. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August
(Month)

12, 20 19 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

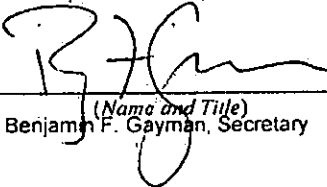
VOTED: That Scott Graff, Treasurer and Chief
Financial Officer (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Crotched Mountain Rehabilitation Center, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments 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 date of the contract to which this certificate is attached. 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 12, 2019

ATTEST: 
(Name and Title)
Benjamin F. Gayman, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2019

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).

PRODUCER Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054		CONTACT NAME: Patrick Payette ARM PHONE (A/C, No, Ext): (603) 424-9901 E-MAIL ADDRESS: ppayette@bbnhins.com FAX (A/C, No): (866) 848-1223	
INSURED Crotched Mountain Foundation Crotched Mountain Rehabilitation Center, Inc. 1 Vernay Drive Greenfield NH 03047		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Granite State Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	


COVERAGES CERTIFICATE NUMBER: 19-20 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 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:		PHPK2018654	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Abuse/Molest \$ 1,000,000
A	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		PHPK2018657	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB687986	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
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	WC0120181000972	01/01/2019	01/01/2020	<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
A	Professional Liability		PHPK2018654	08/01/2019	08/01/2020	Per claim \$ 1,000,000 Aggregate \$ 3,000,000

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

This certificate covers all operations usual and customary to the insured's business.

CERTIFICATE HOLDER New Hampshire Council on Developmental Disabilities Ronnieann Rakoski 2 1/2 Beacon Street, Suite 10 Concord NH 03301-4447	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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