



NEW HAMPSHIRE  
COUNCIL ON  
DEVELOPMENTAL DISABILITIES

48

November 21, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to enter into a **Retroactive** contract with Great Bay Services, Inc., 23 Cataract Ave, Suite 1, Dover, NH 03820, vendor #154256, \$40,000 to hire seven (7) new Direct Support Professionals (DSPs) effective upon Governor and Council approval for the period of October 31, 2022 through September 30, 2023. The source of funds is 100% federal.

01-97-97-970010-72110000 – Developmental Disabilities Council	
Class 72	FY 2023
Grants Federal 500575	\$40,000.00

EXPLANATION

This request is **Retroactive** due to a change in personnel that has left the Council short-staff which has impacted the length of time needed for this process.

Great Bay Services, Inc. (GBS) provides vital programs, communities, and health care to people with disabilities in order for them to be mentally and physically healthy and active in their communities. They have worked with people with developmental disabilities for over 68 years, serving 34 clients per year with comprehensive services in New Hampshire.

One in five adults in NH have a disability (CDC Disability & Health NH State Profile 2021). These adults require access to information, resources, and support in order to live their lives to the fullest potential. Even before the COVID-19 pandemic, the healthcare industry was experiencing a healthcare staffing crisis as high turnover and low retention of Direct Support Professionals (DSPs) has long been a top concern for most intellectual and developmental disability (IDD) providers. The national turnover rate for DSPs is 43%, with some individual states seeing rates as high as 65% (2021 DSP Survey Report- Relias). Since the loss of thousands of healthcare workers in the last 2 years, we are experiencing a full-blown Public Health Emergency with regards to healthcare staffing to provide these vital services to disabled adults.

The funding requested will help to cover these rising employment costs to hire and retain more qualified staff to provide the vital services to disabled NH residents that depend on us. With additional funding, we can hire

the staff we need to meet the State's needs in the coming year. Through your support of the proposed project, our organization will be able to recruit and retain 7 new, highly qualified DSP staff to provide these important services to the 34 NH residents requesting our services that we were only able to serve at 59% capacity in 2022 without the extra funding capacity. The services provided by the staff from this grant will be conducted out of our offices in Dover to facilitate the community engagement of individuals with intellectual and developmental disabilities. Each DSP will work with a small group of program members each day, engaging them in community outings as well as a variety of classes led by colleagues, including art, music, reading & writing skills, yoga, and other interests & goals set by the individuals themselves on a yearly basis. Ultimately, this grant will assist Great Bay Services, Inc. in increasing the number of healthcare professionals available to serve persons with disabilities in our community as well as help GBS in becoming an employer of choice for healthcare providers in New Hampshire so that we can provide the highest available level of care and support to the clients we serve.

#### About the NH Council on Developmental Disabilities

The New Hampshire Council on Developmental Disabilities was established in 1971, pursuant to the federal Developmental Disabilities Act (DD Act) of 1970. 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. The NH Council is a member of the National Association of Councils on Developmental Disabilities (NACDD) headquartered in Washington, DC. The Councils in 54 states and territories are organized under the umbrella of the NACDD, which provides technical assistance to states relative to federal compliance and sharing of model practices. As a condition of membership, each state is required to pay annual organizational dues. The NH Council has been a member for many years and included this expense in its budget approved by the legislature.

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.

In the event that federal funds become no longer available, general funds will not be used to support this expenditure.

Please contact me if you have questions about this request.

Respectfully submitted,



Isadora Rodriguez-Legendre  
Executive Director

Bid Summary Scoring Sheet

Expanding the Public Health Workforce within the Disability Network: DD Councils

RFP # 2022-0003

The Proposal Criteria in the RFP

Will recruit, hire, and train public health workers to respond to the Covid-19 pandemic and prepare for future public health challenges	30
Alignment with Council's 5 year plan	5
Organization capability to deliver service	10
Management plan and program design	10
Cultural competency and equity	10
Engaging with groups of people with varying disabilities and learning styles	10
Alignment with Council's mission	5
Budget	10
Within funding limits	10

Proposals Received with Proposed Price

- |                                  |          |
|----------------------------------|----------|
| 1. Institute on Disability (IOD) | \$83,531 |
| 2. Farmstead                     | \$5,000  |
| 3. Great Bay Services, Inc       | \$49,920 |
| 4. Community Partners            | \$9,000  |
| 5. The Sonatina Center           | \$11,400 |

Reviewer Scores

Reviewers	IOD	Farmstead	Great Bay	Community Partners	Sonatina Center
Jean Couch, Chair of the NH Council on Developmental Disabilities	94	76	74	65	72
Isadora Rodriguez-Legendre Executive Director of the NH Council on Developmental Disabilities	93	79	83	70	70
Vanessa Blais Director of Policy and Programs NH Council on Developmental Disabilities	93	77	80	69	70

FORM NUMBER P-37 (version 12/11/2019)




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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Council on Developmental Disabilities		1.2 State Agency Address 2 1/4 Beacon Street, Concord NH 03301	
1.3 Contractor Name Great Bay Services, Inc.		1.4 Contractor Address 23 Cataract Ave, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-842-5344	1.6 Account Number 72110000-500575	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency Isadora Rodriguez-Legendre, Executive Director		1.10 State Agency Telephone Number 603-271-1157	
1.11 Contractor Signature  Date: 11/3/22		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date: 11/2/22		1.14 Name and Title of State Agency Signatory Isadora Rodriguez-Legendre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/9/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 11/3/22

**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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, recklessness or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendments 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A**

There are no special provisions.

Contractor Initials RS  
Date 4/3/22



**Exhibit B**

**STATE OF NEW HAMPSHIRE  
New Hampshire Council for Developmental Disabilities  
2 ½ Beacon Street  
Concord, New Hampshire 03301**

Date: October 24, 2022

Contractor Agreement

Contract No.: 2022-0003

Vendor: Great Bay Services, Inc.  
23 Cataract Avenue, Suite 1  
Dover, NH 03820

Contact Person(s): Isadora Rodriguez-Legendre, MSW  
Executive Director  
New Hampshire Council on Developmental Disabilities  
2 ½ Beacon Street, Ste. 10  
Concord, NH 03301-4447

Effective From: October 31, 2022, Through: September 30, 2023

Scope of Work:

With this funding, Great Bay Services, Inc. will recruit and retain seven (7) new Direct Support Professionals (DSPs) to address increasing needs:

- Recruit and retain 7 new, highly qualified DSP staff to provide important services to the 34 NH residents requesting services.
  - To facilitate the community engagement of individuals with intellectual and developmental disabilities.
- Each DSP will work with a small group of program members each day, engaging them in community outings.
- Each DSP will assist members with a variety of classes led by colleagues, including art, music, reading & writing skills, yoga, and other interests

Contractor Initials PRL  
Date 11/3/22

- Members will be assisted with goals setting on a yearly basis.

**Council Support/Grant Reporting:**

The Council will serve as a resource to support this project. Great Bay Services, Inc. may receive calls from the Council staff about outcome and performance measures, public policy issues that relate to this project, products and outreach materials developed with this funding, and project events.

As part of this grant, Great Bay Services, Inc. agrees to:

1. Provide surveys to project participants (or build in DD Council data collection metrics into their own surveys). The Council will work with Great Bay Services, Inc. to ensure mutually beneficial data collection for the project.

**Publication/Training Material:**

All written materials, publications, and audio-visual materials (including website postings) must state the following:

1. Funding provided (in part) by the NH Council on Developmental Disabilities.
2. This acknowledgement is also necessary on products published with other funds, if those funds will be claimed as non-federal match for a DD Council project. In addition to the required statement, if the Great Bay Services, Inc. logo appears on the product, the DD Council logo shall also appear in the same size and be given the same prominence. If this statement/logo is not included on the product, costs may be disallowed.

**Disclosures:**

Great Bay Services, Inc. is required to add the following disclaimer on the first page or preface of all documents and webpages produced, all or in part, with Council (ACL) funding.

*This project was supported, in part with funding provided by the NH Council on Developmental Disabilities under grant number 2201NHSCDD, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.*

**Great Bay Services, Inc.  
Payment Terms**

**Payment Terms:**

Upon approval of the Governor and Executive council and upon receiving an invoice from Great Bay Services, Inc., a one-time payment of \$40,000 will be processed. This one-time payment will provide immediate available funds to assist with the payment of advertising, recruiting, training, and the payment of salaries and benefits for Direct Service Professionals.

Federal fund expenditures must be spent and drawn down no later than 30 days after the closure of this contract. No later than 30 days after the closure of this contract, a final report must be submitted to the NHCDD.

Please mail the invoice to:

Isadora Rodriguez-Legendre, MSW  
Executive Director  
NH Council on Developmental Disabilities  
2 1/2 Beacon Street, Ste. 10  
Concord, NH 03301-4447

Contractor Initials RS  
Date 11/5/22

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREAT BAY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 08, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 822933

Certificate Number: 0005886629



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



23 Cataract Avenue, Suite 1 • Dover, NH 03820 • TEL: 603-842-5344 • FAX: 603-343-4465  
61 Washington Street, Suite 4 • Sanford, ME 04073 • TEL: 207-850-1053 • FAX: 207-850-1078

[www.greatbayservices.org](http://www.greatbayservices.org)

*"Enhancing the lives of adults with Intellectual & Developmental Disability (IDD) and/or Autism"*

### CERTIFICATION

I, Anthony Anni, Chair of the Board of Trustees of Great Bay Services, Inc., a New Hampshire nonprofit corporation (the "Organization"), do hereby certify that Pamela A. Lowy, Executive Director is authorized to execute, on behalf of the Organization, the following documents that are entered into or required in the ordinary course of the Organization's business between the Organization and New Hampshire Council on Developmental Disabilities:

- 1) consumer contracts for the Organization's services (including, but not limited to, grants, agreements, and contracts) and
- 2) ancillary documents relating to the Organizations services (including, but not limited to, vendor/client questionnaires, requests for proposals, and requests for quotations)

The above referenced signature authority is effective through and including September 23, 2023; provided that, if Ms. Lowy ceases to be a full-time employee in the above referenced function (or similar function) at the Organization prior to September 23, 2023, her signature of authority shall expire no later than her last date of employment.

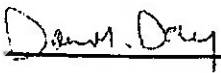
IN WITNESS WHEREOF, I have hereunder set my hand on this 17 day of November, 2022.

  
\_\_\_\_\_  
Anthony Anni

State of New Hampshire

County of Rockingham

Subscribed and sworn to before me  
on this 17 day of November, 2022

  
\_\_\_\_\_  
Notary Public

DAWN M. DAY  
Notary Public - New Hampshire  
My Commission Expires August 8, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2022

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

<b>PRODUCER</b> Cross Insurance-Wakefield 401 Edgewater Place Suite 100  Wakefield MA 01880	<b>CONTACT NAME:</b> Matthew Daniels <b>PHONE (A/C No. Ext.):</b> (781) 914-1000 <b>FAX (A/C. No.):</b> (781) 224-6777 <b>E-MAIL ADDRESS:</b> matthew.daniels@crossagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co NAIC # 18058 <b>INSURER B:</b> Technology Ins. Co. 42376 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Great Bay Services, Inc. 23 Cataract Ave Suite 1 Dover NH 03820	


COVERAGES CERTIFICATE NUMBER: CL229208273 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.

INER LTR	TYPE OF INSURANCE	ADD. INSUR. (INSR) (BYD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2432290	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
B	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		9196583	08/12/2022	08/12/2023	COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB820622	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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 <input type="checkbox"/> N/A	9196583	08/12/2022	08/12/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CRIME		PHSD1711682	07/01/2022	07/01/2023	\$250,000

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

CERTIFICATE HOLDER CANCELLATION

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