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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF PUBLIC HEALTH SERVICES*

Lori A. Weaver  
Interim Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301-3857  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 4, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Granite State Independent Living (VC #155330), Concord, NH, to continue supporting the five (5) Regional Coordinating Council Mobility Managers with developing and coordinating sustainable public transportation access for high-risk, underserved populations impacted by COVID-19 health disparities by exercising a contract renewal option by extending the contract completion date from May 31, 2023 to May 31, 2024, with no change to the price limitation of \$350,000, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on February 16, 2022, item #29.

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source be identified as sole source. The Contractor is uniquely qualified to continue supporting the Regional Coordinating Council Mobility Managers' public transportation access efforts in rural communities through centralized facilitation and data collection at the state level. The Contractor will ensure increase awareness of transportation resources and increase accessibility to transportation resources.

This request is to extend the contract completion date, at no additional cost, to allow the Contractor to continue supporting the Regional Coordinating Council, created by the legislature in 2010, and the State Coordinating Council for Community Transportation, created by the legislature in 2007, by utilizing existing State Fiscal Year 2023 funding that will be carried forward to State Fiscal Year 2024.

The Contractor will continue to support the Council with coordinating public transportation solutions for high-risk, underserved populations impacted by COVID-19 health disparities in their respective regions as identified above.

The Contractor will finalize an evaluation of the impact of the COVID-19 pandemic on community transportation in rural communities within Grafton, Coos, Belknap, Merrimack, and Sullivan Counties, and the Monadnock Region.

The Department will continue to monitor services utilizing quarterly performance reporting tools to ensure partnerships mobilized to address COVID-19 health disparities and inequities experience:

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

- A quarterly increase in the number of new collaborations;
- A quarterly increase in the number of expanded collaborations; and
- Stabilization of the number of existing collaborations.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, these high-risk, underserved, populations in the rural communities of the State, who have been disproportionately impacted by the COVID-19 pandemic, may not have the transportation resources to access non-medical resources.

Area served: Statewide

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the State Level Rural Transportation Equity Project contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite State Independent Living ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 16, 2022, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
May 31, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

1/19/2023

Date

DocuSigned by:

Patricia M. Tilley

2415038558ED4C8

Name: Patricia M. Tilley

Title: Director

Granite State Independent Living

1/18/2023

Date

DocuSigned by:

Deborah

013A12030071473

Name: Deborah Ritcey

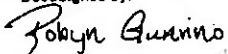
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/20/2023

Date

DocuSigned by:  
  
748734044041400  
Name: Robyn Guarino  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

# 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 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: 0005880322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of October A.D. 2022.

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

David M. Scanlan  
Secretary of State



**CERTIFICATE OF AUTHORITY**

I, Geoffrey Souther, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Granite State Independent Living.
2. The following is a true copy of a vote taken at an electronic vote of the Board of Directors/shareholders, duly called and held on January 4, 2023, at which a quorum of the Directors/shareholders were present and voting.

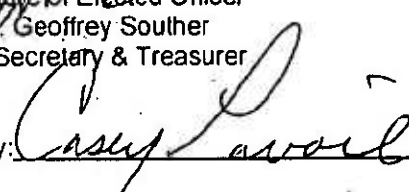
**VOTED:** That Deborah Ritcey is duly authorized on behalf of Granite State Independent Living to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 01/06/2023

  
\_\_\_\_\_  
Signature of Elected Officer

Name: Geoffrey Souther  
Title: Secretary & Treasurer

Notary:   
\_\_\_\_\_  
Notary: Casey Lavoie

**CASEY N. LAVOIE, Notary Public**  
My Commission Expires September 23, 2025

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/18/2023

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

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


<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Brenda Buck CPCU, CIC, CPIW <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>E-MAIL ADDRESS:</b> brenda.buck@usi.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Granite State Independent Living 21 Chenell Drive Concord, NH 03301	<b>INSURER A:</b> Philadelphia Indemnity Insurance Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Granite State Healthcare & Human Svc WC	<b>NONAIC</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2376095 PHPK2376095	02/01/2022 02/01/2023	02/01/2023 02/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2376098 PHPK2376098	02/01/2022 02/01/2023	02/01/2023 02/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB802172 PHUB802172	02/01/2022 02/01/2023	02/01/2023 02/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20230000556 3A States: NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured Status is Provided When Required By Contract with respect to the Commercial General Liability

<b>CERTIFICATE HOLDER</b> State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



Granite State  
Independent Living



Concord Main Office  
21 Chenell Drive  
Concord, NH 03301  
603.228.9680  
800.826.3700  
603.225.3304 (fax)  
[www.gsil.org](http://www.gsil.org)

## Mission Statement

Granite State Independent Living (GSIL) is a statewide nonprofit organization whose mission is to promote quality of life with independence for people with disabilities through advocacy, information, education, support, and transition services.

*Financial Statements*

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**GRANITE STATE INDEPENDENT LIVING**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020  
AND  
INDEPENDENT AUDITORS' REPORT AND REPORTS  
ON COMPLIANCE AND INTERNAL CONTROL**

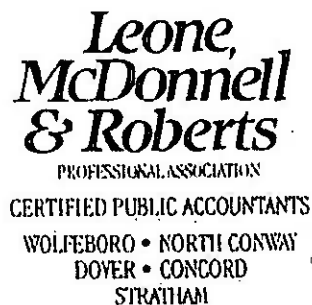
**GRANITE STATE INDEPENDENT LIVING**

**FINANCIAL STATEMENTS**

**FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Granite State Independent Living

We have audited the accompanying financial statements of Granite State Independent Living (a New Hampshire nonprofit organization), which comprise the statement of financial position as of September 30, 2021, and the related statement of activities and statement of functional expenses for the year then ended, and the statement of cash flows for the years ended September 30, 2021 and 2020, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite State Independent Living as of September 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Summarized Comparative Information

We have previously audited Granite State Independent Living's financial statements as of September 30, 2020, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 31, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

## Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2022 on our consideration of Granite State Independent Living's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite State Independent Living's internal control over financial reporting and compliance.

*Leone McDonnell + Roberts Professional Association*

Dover, New Hampshire  
December 23, 2022

GRANITE STATE INDEPENDENT LIVING  
 STATEMENT OF FINANCIAL POSITION  
 SEPTEMBER 30, 2021  
 (WITH COMPARATIVE TOTALS AS OF SEPTEMBER 30, 2020)

	<u>ASSETS</u>			<u>2020</u> <u>TOTAL</u>
	<u>Without Donor</u> <u>Restrictions</u>	<u>With Donor</u> <u>Restrictions</u>	<u>TOTAL</u>	
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 2,786,289	\$ 30,912	\$ 2,817,201	\$ 4,692,672
Restricted cash	34,151	-	34,151	6,386
Accounts receivable, net	3,876,814	-	3,876,814	1,702,466
Prepaid expenses	74,666	-	74,666	126,556
<b>Total current assets</b>	<u>6,771,920</u>	<u>30,912</u>	<u>6,802,832</u>	<u>6,528,080</u>
<b>NONCURRENT ASSETS</b>				
Investments	969,783	197,787	1,167,570	1,025,315
Property and equipment, net	705,716	-	705,716	965,867
<b>Total noncurrent assets</b>	<u>1,675,499</u>	<u>197,787</u>	<u>1,873,286</u>	<u>1,991,182</u>
<b>TOTAL ASSETS</b>	<u>\$ 8,447,419</u>	<u>\$ 228,699</u>	<u>\$ 8,676,118</u>	<u>\$ 8,519,262</u>
 <u>LIABILITIES AND NET ASSETS</u> 				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 114,291	\$ -	\$ 114,291	\$ 285,541
Accrued payroll and related liabilities	470,383	-	470,383	953,137
Accrued expenses	47,743	-	47,743	206,116
Deferred revenue	298,018	-	298,018	317,409
Contracts payable	-	-	-	7,288
<b>Total liabilities</b>	<u>930,435</u>	<u>-</u>	<u>930,435</u>	<u>1,769,491</u>
<b>NET ASSETS</b>				
Without donor restrictions	7,516,984	-	7,516,984	6,518,342
With donor restrictions:				
Time and purpose restricted	-	30,912	30,912	34,942
Perpetual endowment	-	197,787	197,787	196,487
<b>Total net assets</b>	<u>7,516,984</u>	<u>228,699</u>	<u>7,745,683</u>	<u>6,749,771</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 8,447,419</u>	<u>\$ 228,699</u>	<u>\$ 8,676,118</u>	<u>\$ 8,519,262</u>

See Notes to Financial Statements

GRANITE STATE INDEPENDENT LIVING

STATEMENTS OF ACTIVITIES  
 FOR THE YEAR ENDED SEPTEMBER 30, 2021  
 (WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2020)

	2021			2020 Total
	Without Donor Restrictions	With Donor Restrictions	Total	
<b>REVENUE AND SUPPORT</b>				
Grants	\$ 3,734,305	\$ 3,463	\$ 3,737,768	\$ 4,217,915
Public support	110,902	1,300	112,202	80,917
Special events, net	62,574	-	62,574	50,388
Program fees, net	14,604,940	-	14,604,940	15,056,022
Interest, net	621	-	621	5,229
Miscellaneous	22,465	-	22,465	4,239
Gain (loss) on sale of property	(28,241)	-	(28,241)	17,200
Investment income, net	135,825	-	135,825	43,713
Net assets released from restrictions	7,493	(7,493)	-	-
<b>Total revenue and support</b>	<b>18,650,684</b>	<b>(2,730)</b>	<b>18,647,954</b>	<b>19,481,623</b>
<b>EXPENSES</b>				
<b>Program Services</b>				
Long-term care	12,239,567	-	12,239,567	12,301,043
Community Economic Development REM	3,076,837	-	3,076,837	3,178,096
	100,866	-	100,866	-
<b>Total program services</b>	<b>15,417,200</b>	<b>-</b>	<b>15,417,200</b>	<b>15,479,139</b>
<b>Supporting Services</b>				
General and Administrative	1,933,521	-	1,933,521	3,184,563
Fundraising	301,231	-	301,231	105,176
<b>Total supporting services</b>	<b>2,234,752</b>	<b>-</b>	<b>2,234,752</b>	<b>3,289,739</b>
<b>Total expenses</b>	<b>17,652,042</b>	<b>-</b>	<b>17,652,042</b>	<b>18,768,878</b>
<b>CHANGE IN NET ASSETS</b>	<b>998,642</b>	<b>(2,730)</b>	<b>995,912</b>	<b>712,745</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>6,518,342</b>	<b>231,429</b>	<b>6,749,771</b>	<b>6,037,026</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 7,516,984</b>	<b>\$ 228,699</b>	<b>\$ 7,745,683</b>	<b>\$ 6,749,771</b>

See Notes to Financial Statements

**GRANITE STATE INDEPENDENT LIVING**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2021**  
**(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED SEPTEMBER 30, 2020)**

	Program Service			Supporting Services			2021 Total	2020 Total
	Long-Term Care	Community Economic Development	REM	Total Program Services	General and Administrative	Fundraising		
Personnel expenses:								
Salaries and wages	\$ 9,942,065	\$ 1,679,735	\$ 53,333	\$ 11,075,133	\$ 922,093	\$ 177,927	\$ 1,100,020	\$ 12,775,153
Employee benefits	1,217,469	372,854	7,467	1,597,690	224,600	11,300	235,900	1,833,490
Payroll taxes	763,033	124,284	4,267	891,584	115,603	13,866	129,469	1,021,053
Grants	3,637	381,780	11,100	396,517	-	-	-	396,517
Building occupancy	83,482	206,743	10,443	300,668	66,420	434	66,854	379,522
Information technology	29,170	37,408	145	66,723	118,950	240	119,196	185,916
Professional fees	20,038	3,442	230	23,710	149,717	1,800	151,517	175,227
Depreciation	38,216	95,560	-	133,776	37,934	199	38,133	171,909
Miscellaneous	24,729	44,859	1,156	70,544	50,191	4,718	54,909	125,453
Advertising	29,554	15,956	666	43,176	13,628	67,154	80,782	129,958
Insurance	-	23,260	-	23,260	68,670	-	68,670	91,936
Office, printing, postage, and supplies	35,518	10,940	3,174	49,332	27,100	12,139	39,239	66,631
Travel	50,472	32,390	-	82,862	1,889	144	2,033	84,895
Telephone	124	2,574	1,047	3,745	69,179	-	69,179	72,924
Transportation	1,126	38,169	1,700	40,997	608	-	608	41,605
Equipment lease and maintenance	448	44	-	492	35,872	-	35,872	36,364
Consultants	-	10	-	10	18,560	1,500	20,069	20,079
Dues and subscriptions	3,025	3,118	135	6,278	4,427	4,814	9,241	15,517
Professional development	474	1,475	-	1,949	4,649	2,800	7,699	9,758
Meetings and events	5	143	3	151	223	1,960	2,183	2,334
Board of directors	-	-	-	-	2,067	-	2,067	2,067
Interpreter	-	296	-	296	658	-	658	854
Meals and entertainment	-	493	-	493	208	76	284	777
<b>Total functional expenses 2021</b>	<b>\$ 12,239,687</b>	<b>\$ 3,078,637</b>	<b>\$ 100,866</b>	<b>\$ 15,417,290</b>	<b>\$ 1,933,521</b>	<b>\$ 301,231</b>	<b>\$ 2,234,752</b>	<b>\$ 17,652,042</b>
<b>Total functional expenses 2020</b>	<b>\$ 12,301,013</b>	<b>\$ 3,178,096</b>	<b>\$ -</b>	<b>\$ 15,479,139</b>	<b>\$ 3,184,563</b>	<b>\$ 105,178</b>	<b>\$ 3,289,739</b>	<b>\$ 18,768,679</b>

See Notes to Financial Statements



**GRANITE STATE INDEPENDENT LIVING****STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 995,912	\$ 712,745
Adjustments to reconcile change in net assets to net cash and restricted cash from operating activities:		
Depreciation	171,909	219,619
(Gain) loss on sale of property	28,241	(17,200)
Realized (gain) loss on investments	(34,344)	21,706
Unrealized (gain) loss on investments	(88,477)	(49,672)
Restricted contributions	(1,300)	(845)
(Increase) decrease in assets:		
Accounts receivable	(2,174,348)	(197,173)
Prepaid expense	51,890	233,710
Increase (decrease) in liabilities		
Accounts payable	(171,250)	188,664
Accrued payroll and related liabilities	(482,754)	143,287
Accrued expenses	(158,373)	(73,874)
Deferred revenue	(19,391)	166,390
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>(1,882,285)</u>	<u>1,347,357</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Sales (purchases) of investments, net	(19,434)	7,237
Proceeds from sale of property	129,604	17,200
Purchase of property and equipment	(69,603)	(218,178)
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>	<u>40,567</u>	<u>(193,741)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from restricted contributions	1,300	845
Payments of contracts payable	(7,288)	(7,950)
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(5,988)</u>	<u>(7,105)</u>
<b>NET CHANGE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH</b>	(1,847,706)	1,146,511
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF YEAR</b>	<u>4,699,058</u>	<u>3,552,547</u>
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH, END OF YEAR</b>	<u>\$ 2,851,352</u>	<u>\$ 4,699,058</u>

See Notes to Financial Statements

## **GRANITE STATE INDEPENDENT LIVING**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

#### **1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Granite State Independent Living (the Organization) is a New Hampshire nonprofit corporation providing a wide range of services to improve the quality of life for individuals with disabilities in New Hampshire. This is accomplished through ensuring the availability of a broad range of services, advocacy efforts, and the establishment of social support. The Organization impacts lives through two primary service areas:

**Long-Term Care Program.** The Organization offers a variety of personal care service programs based on eligibility. Personal care attendants provide non-medical, hands-on assistance with activities of daily living for seniors and adults living with disabilities. A personal care worker helps individuals bathe, dress, eat, and navigate a range of other daily tasks. In addition to providing assistance with activities of daily living, personal care workers can assist with housekeeping chores, meal preparation, and medication management. Personal care services can be delivered in either a private home, residential care setting, or an individual's place of employment. The Organization also provides nursing facility transition services.

**Community Economic Development Program.** The Organization is committed to assisting seniors and consumers with disabilities so they can function well within their community and pursue personal goals, whether through employment or earning academic credit through youth transition programs. Options are discussed through a call to Information & Referral Program Service Coordinators, who help individuals set their goals. Services provided can include benefit planning, transportation, ASL referral, peer support, and access modification. Additional services offered may include placement, job coaching, and employment through the Ticket to Work Program.

#### **Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting.

#### **Basis of Presentation**

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

**Net assets without donor restrictions** – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

**Net assets with donor restrictions** – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of September 30, 2021 and 2020, there were donor restricted net assets of \$228,699 and \$231,429, respectively.

**Cash and Cash Equivalents**

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments restricted for permanent endowment or other long-term purposes are excluded from this definition.

The following table provides a reconciliation of cash and restricted cash reported within the statement of financial position that sum to the total in the statements of cash flows as of September 30, and is comprised of the following components:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 2,817,201	\$ 4,692,672
Restricted cash	<u>34,151</u>	<u>6,386</u>
Total cash	<u>\$ 2,851,352</u>	<u>\$ 4,699,058</u>

**Accounts Receivable**

Accounts receivable consist primarily of noninterest-bearing accounts due for services and programs. The allowance for uncollectible accounts receivable is based on historical experience, an assessment of economic conditions and a review of subsequent collections. Accounts receivable are written off when deemed uncollectible.

**Revenue and Revenue Recognition**

Revenue is recognized when earned. Program service fees and payments under cost-reimbursement contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

**GRANITE STATE INDEPENDENT LIVING**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

**Investments**

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

**Property and Depreciation**

Property and Equipment additions over \$1,000 are recorded at cost, if purchased, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets as follows, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life or the asset or the lease term:

Buildings	40 years
Leasehold improvements	5 to 40 years
Furniture, fixtures and equipment	3 to 5 years
Vehicles	5 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result for its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment for the years ended September 30, 2021 and 2020.

**Fair Value of Financial Instruments**

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values for its financial instruments. The Organization's financial instruments consist of cash and cash equivalents, restricted cash, accounts receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, accrued expenses and deferred revenue. The carrying value for all such instruments, considering the terms, approximates fair value at September 30, 2021 and 2020. The fair values of investments are measured using a fair value hierarchy, which prioritizes the inputs used in measuring fair values (see Note 10).

## GRANITE STATE INDEPENDENT LIVING

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

#### Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed asset is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore are reported as net assets with donor restrictions until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

#### Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

#### Grant Revenue

Grant revenue is recognized when qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

## **GRANITE STATE INDEPENDENT LIVING**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

#### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended September 30, 2020, from which the summarized information was derived.

#### **Accrued Earned Time**

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee. Accrued earned time amounted to \$169,733 and \$190,007 at September 30, 2021 and 2020, respectively.

#### **Advertising Costs**

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

#### **Income Taxes**

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and qualifies for charitable contributions deductions. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 501(a).

The Organization is required to file a Return of Organization Exempt from Income Taxes (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2021, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. The Organization is subject to income tax examinations by the United States Federal or State tax authorities for three years.

#### **Estimates**

The preparation of the financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

## GRANITE STATE INDEPENDENT LIVING

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

#### Functional Allocation of Expenses

The costs of providing the various services and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. Personnel expenses, including salaries and wages, employee benefits, and payroll taxes, are allocated based on time and effort estimates. Building occupancy costs are allocated on a square footage basis.

#### Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investment in money market funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission. Investments are made by diversified investment managers whose performance is monitored by the Fiscal Committee of the Board of Directors. Although the fair values of investments are subject to fluctuation on a year to year basis, the Fiscal Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

#### New Accounting Pronouncements

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective October 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

#### Revenue Recognition Policy

The Organization derives revenue primarily from services provided to their clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payers. Revenue is recognized as performance obligations are satisfied.

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

The Organization determines the transaction price based on standard charges for goods and services provided as well as the state contract rate with third-party payers.

**Performance Obligations and Contracts Assets and Liabilities**

The performance obligations related to the services provided for the Organization are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of contracts with the client or third-party. Contract liabilities at September 30, 2021 and 2020 were \$298,018 and \$317,409, respectively.

**2. LIQUIDITY AND AVAILABILITY**

The following represents the Organization's financial assets as of September 30:

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 2,817,201	\$ 4,692,672
Accounts receivable, net	3,876,814	1,702,466
Investments	<u>1,167,570</u>	<u>1,025,315</u>
Total financial assets	<u>7,861,585</u>	<u>7,420,453</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions:		
Time and purpose restrictions not expected to be met in less than one year	(30,912)	(34,942)
Perpetual endowment	<u>(197,787)</u>	<u>(196,487)</u>
Total amount not available within one year	<u>(228,699)</u>	<u>(231,429)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 7,632,886</u>	<u>\$ 7,189,024</u>

Endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments is available for general use. The portion of endowment funds that are perpetual in nature are not available for general expenditure.



**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of the liquidity management plan, the Organization also has a \$1,000,000 revolving line of credit available to meet cash flow needs. See Note 7.

**3. RESTRICTED CASH**

The Organization is the fiscal sponsor for Transport NH, an advocacy organization currently seeking exempt status as an organization described in IRC Section 501(c)(3).

**4. ACCOUNTS RECEIVABLE**

Accounts receivable consist of the following at September 30, 2021:

	<u>Accounts Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 936,400	\$ -	\$ 936,400
Title VII	37,171	-	37,171
Other	<u>2,973,486</u>	<u>(70,243)</u>	<u>2,903,243</u>
Total	<u>\$ 3,947,057</u>	<u>\$ (70,243)</u>	<u>\$ 3,876,814</u>

Accounts receivable consist of the following at September 30, 2020:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 774,234	\$ -	\$ 774,234
Other	<u>965,725</u>	<u>(37,493)</u>	<u>928,232</u>
Total	<u>\$ 1,739,959</u>	<u>\$ (37,493)</u>	<u>\$ 1,702,466</u>

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020****5. INVESTMENTS**

The following is a summary of investments at September 30:

	<u>2021</u>		<u>Unrealized Gain (Loss)</u>
	<u>Fair Value</u>	<u>Cost</u>	
Exchange-traded funds	\$ 136,074	\$ 93,306	\$ 42,768
Mutual funds	195,627	155,278	40,349
U.S. Treasury obligations	99,159	100,000	(841)
U.S. Corporate bonds	441,230	439,010	2,220
Convertible bonds	20,205	20,812	(607)
U.S. Common stock	<u>275,275</u>	<u>190,500</u>	<u>84,775</u>
Total	<u>\$ 1,167,570</u>	<u>\$ 998,906</u>	<u>\$ 168,664</u>
	<u>2020</u>		<u>Unrealized Gain (Loss)</u>
	<u>Fair Value</u>	<u>Cost</u>	
Exchange-traded funds	\$ 120,524	\$ 115,405	\$ 5,119
Mutual funds	167,172	144,129	23,043
U.S. Treasury obligations	95,264	95,125	139
U.S. Corporate bonds	399,202	389,572	9,630
U.S. Common stock	<u>243,153</u>	<u>202,317</u>	<u>40,836</u>
Total	<u>\$ 1,025,315</u>	<u>\$ 946,548</u>	<u>\$ 78,767</u>

Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates.

The Organization's investment policy states that not more than 10% (at cost) of the investment portfolio may be invested in the securities of any one issue, with the exception of the U.S. Government or its agencies. The maximum amount invested in the securities of issuers in the same industry shall not be more than 25% (at cost) of the portfolio.

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020****Components of investment return:**

	<u>2021</u>	<u>2020</u>
Interest and dividends	\$ 24,942	\$ 26,570
Investment fees	(12,138)	(10,823)
Gain – unrealized	88,477	49,672
Gain (loss) –realized	<u>34,344</u>	<u>(21,706)</u>
Total investment return	<u>\$ 135,625</u>	<u>\$ 43,713</u>

**6. PROPERTY, EQUIPMENT AND DEPRECIATION**

Property, equipment, and vehicles consisted of the following as of September 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 69,198	\$ 69,198
Buildings and Improvements	1,171,061	1,473,974
Furniture, fixtures, and equipment	1,045,689	1,045,689
Work in Process	54,254	-
Vehicles	<u>632,525</u>	<u>632,525</u>
	2,972,727	3,221,386
Less accumulated depreciation	<u>(2,267,011)</u>	<u>(2,255,519)</u>
Property and equipment, net	<u>\$ 705,716</u>	<u>\$ 965,867</u>

Depreciation expense for the years ended September 30, 2021 and 2020 was \$171,909 and \$219,619 respectively.

**7. BANK LINE OF CREDIT**

The Organization has a \$1,000,000 revolving line of credit agreement with a bank, secured by all assets. Borrowings under the line bear interest at the bank's LIBOR Advantage rate plus 3.50%, with a floor of 5.00%, adjusted monthly. Interest only payments are required monthly with the principal payable on demand. At September 30, 2021 and 2020, the Organization had no outstanding balance on the line of credit and did not draw on the line during fiscal year 2021.

**8. CONTRACTS PAYABLE**

During fiscal year 2016, the Organization entered into a lease agreement for a new Nashua office location. The Organization was required to make leasehold improvements which were paid in full by the lessor. As part of the terms of the

**GRANITE STATE INDEPENDENT LIVING**

**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

agreement, the Organization is required to pay the lessor \$663 per month, in addition to the base rent, for the improvements performed by the lessor. At September 30, 2020 the outstanding balance was \$7,288. The balance was paid in full during the year ended September 30, 2021.

**9. ENDOWMENT FUNDS**

The Organization's endowment consists of individual funds established by donors to provide funding for specific activities and general operations. New Assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors has interpreted the New Hampshire Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, unless there are explicit donor stipulations to the contrary. At September 30, 2021, there were no such donor stipulations. As a result of this interpretation, net assets with donor restrictions are classified as (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts donated to the endowment (including contributions receivable net of discount and allowance for doubtful accounts), and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. The following factors were considered in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund.
- The purposes of the Organization and the donor-restricted endowment fund.
- General economic conditions.
- The possible effect of inflation and deflation.
- The expected total return from income and the appreciation of investments.
- Other resources of the Organization.
- The investment policies of the Organization.

**Investment and Spending Policies**

The Organization has adopted investment and spending policies for the investment funds that attempt to provide a predictable stream of funding for operations while seeking to maintain the purchasing power of the investment assets. Over time, long term rates of return should be equal to an amount sufficient to maintain the purchasing power of the investment assets, to provide the necessary capital to fund the spending policy, and to cover the costs of managing the investment funds. The target minimum rate of return is the Consumer Price Index plus 5% on an annual basis. Actual returns in any given

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

year may vary from this amount. To satisfy this long-term rate-of-return objective, the investment portfolio is structured on a total-return approach through which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). A significant portion of the funds are invested to seek growth of principal over time or unless the Organization needs to access for immediate need, with Board approval.

The investment fund spending-rate formula is used to determine the maximum amount to spend from the investment fund each year. The rate, determined and adjusted from time to time by the Board of Directors, is applied to the average fair value of the investment fund investments for the prior 12 quarters at December 31 of each year to determine the spending amount for the upcoming year. In establishing this policy, the long-term expected return on the investment fund was considered, the rate set with the objective of maintaining the purchasing power of the investment fund over time.

**Funds with Deficiencies**

Due to market conditions, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. There were no deficiencies at September 30, 2021 and 2020.

Changes in endowment net assets for the year ended September 30, 2021 are as follows:

	<b><u>Perpetual Endowment</u></b>
Endowment net assets, beginning of year	\$ 196,487
Contributions	<u>1,300</u>
Endowment net assets, end of year	<b><u>\$ 197,787</u></b>

Changes in endowment net assets for the year ended September 30, 2020 are as follows:

	<b><u>Perpetual Endowment</u></b>
Endowment net assets, beginning of year	\$ 195,642
Contributions	<u>845</u>
Endowment net assets, end of year	<b><u>\$ 196,487</u></b>

**GRANITE STATE INDEPENDENT LIVING**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

**10. FAIR VALUE MEASUREMENTS**

*FASB Accounting Standard Codification 820 "Fair Value Measurements"* provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority of Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

*Level 1* - Inputs to valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

*Level 2* - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

*Level 3* - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at September 30, 2021.

*Government obligations:* Valued using pricing models maximizing the use of observable inputs for similar securities.

*Non-government obligations:* Consist of corporate bonds that are valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

*Common stocks:* Valued at the closing market price on the stock exchange where they are traded (primarily the New York Stock Exchange).

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

*Mutual funds and Exchange traded funds:* All actively traded mutual funds and exchange traded funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds and exchange traded funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

	<b><u>2021</u></b>			
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
Exchange traded funds	\$ 136,074	\$ -	\$ -	\$ 136,074
Mutual funds	195,627	-	-	195,627
U.S. Treasury obligations	-	99,159	-	99,159
U.S. Corporate bonds	-	441,230	-	441,230
Convertible bonds	-	20,205	-	20,205
U.S. Common stock	<u>275,275</u>	<u>-</u>	<u>-</u>	<u>275,275</u>
 Total investments	 <u>\$ 606,976</u>	 <u>\$ 560,594</u>	 <u>\$ -</u>	 <u>\$ 1,167,570</u>

	<b><u>2020</u></b>			
	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Total</u></b>
Exchange traded funds	\$ 120,524	\$ -	\$ -	\$ 120,524
Mutual funds	167,172	-	-	167,172
U.S. Treasury obligations	-	95,264	-	95,264
U.S. Corporate bonds	-	399,202	-	399,202
U.S. Common stock	<u>243,153</u>	<u>-</u>	<u>-</u>	<u>243,153</u>
 Total investments	 <u>\$ 530,849</u>	 <u>\$ 494,466</u>	 <u>\$ -</u>	 <u>\$ 1,025,315</u>

**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020****11. NET ASSETS WITH DONOR RESTRICTION**

Net assets with donor restrictions are comprised of the following at September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Time and purpose restricted		
Access modification program	\$ 7,045	\$ 10,396
Advocacy activities	5,661	5,661
Community economic development program	6,790	6,790
IMPACCT program	<u>11,416</u>	<u>12,095</u>
Total time and purpose restricted	30,912	34,942
Perpetual endowment	<u>197,787</u>	<u>196,487</u>
Total	<u>\$ 228,699</u>	<u>\$ 231,429</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or the occurrence of the passage of time as follows for the years ended September 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Subject to expenditure for specified purpose:		
Access modification program	\$ 6,814	\$ 18,016
IMPACCT program	<u>679</u>	<u>221</u>
Total time and purpose restricted	<u>\$ 7,493</u>	<u>\$ 18,237</u>

**12. RETIREMENT PLAN**

The Organization provides a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. All salaried employees working 30 or more hours a week and are 21 years of age or older may participate in the plan. The Organization matches up to 100% of employee contributions to the plan, to a maximum of 6% of salaries, depending on the years of service. The Organization contributed \$92,363 and \$82,171 for the years ended September 30, 2021 and 2020, respectively.

**13. OPERATING LEASES**

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2024. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements, which is included in building occupancy in the Statement of Functional Expenses, totaled \$190,307 and \$173,090 for the years ended September 30, 2021 and 2020, respectively.



**GRANITE STATE INDEPENDENT LIVING****NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

The Organization also leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2022. Equipment rental expense, which is included in equipment lease and maintenance in the Statement of Functional Expenses, totaled \$36,364 and \$45,715 for the years ended September 30, 2021 and 2020, respectively.

Estimated future minimum lease payments on the above leases are as follows:

<u>Year Ending September 30</u>	<u>Amount</u>
2022	\$ 169,845
2023	112,514
2024	103,368
2025	37,539
2026	<u>29,025</u>
Total	<u>\$ 452,291</u>

**14. CONCENTRATIONS OF RISK**

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2021 and 2020, Medicaid accounted for 72% and 70%, respectively, of total revenues and 24% and 46%, respectively, of total accounts receivable. The State of New Hampshire contracts with managed care organizations to reimburse the Organization as a provider of services rendered.

**15. LONG TERM CARE STABILIZATION PROGRAM**

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute \$300 per week in stipends to eligible full time front line workers and \$150 per week in stipends to eligible part time front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended September 30, 2021, the Organization received grant revenue of \$455,100 and expended \$455,100 under the grant through payroll and fees for service. During the year ended September 30, 2020, the Organization received grant revenue of \$1,123,800 and expended \$1,123,800 under the grant through payroll and fees for service.

**GRANITE STATE INDEPENDENT LIVING**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

**16. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**17. OTHER MATTERS**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. As of December 23, 2022, due to the measures put in place to prevent the spread of COVID-19 we are unable to estimate the future performance of the Organization.

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 23, 2022, the date the financial statements were available to be issued.

**GRANITE STATE INDEPENDENT LIVING**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2021**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL ASSISTANCE LISTING NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED TO SUBRECIPIENTS</u>
<b><u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u></b>				
<u>Administration for Community Living</u>				
ACL Centers for Independent Living	93.432		\$ 973,814	
COVID-19 - ACL Centers for Independent Living	93.432		<u>499,500</u>	
			1,473,374	
<u>Administration for Community Living</u>				
Passed through State of NH Department of Education				
ACL Centers for Independent Living - State Grants	93.369	1058890	<u>123,701</u>	
Total U.S. Department of Health and Human Services			<u>\$ 1,597,075</u>	
<b><u>U.S. DEPARTMENT OF THE TREASURY</u></b>				
Passed through Governor's Office of Emergency Relief and Recovery				
COVID-19 Long Term Care Stabilization Program				
Coronavirus Relief Fund	21.019		<u>\$ 455,100</u>	
Total U.S. Department of the Treasury			<u>\$ 455,100</u>	
<b><u>SOCIAL SECURITY ADMINISTRATION</u></b>				
Social Security - Work Incentives Planning and Assistance Program	96.008		\$ 261,665	<u>\$ 59,596</u>
Passed through MaineHealth dba Maine Medical Center				
Social Security - Work Incentives Planning and Assistance Program	96.008		<u>21,850</u>	
Total Social Security Administration			<u>\$ 303,515</u>	
Total expenditures of federal awards			<u>\$ 2,355,680</u>	<u>\$ 59,596</u>

See Notes to Schedule of Expenditures of Federal Awards

**GRANITE STATE INDEPENDENT LIVING**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Granite State Independent Living under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Granite State Independent Living, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

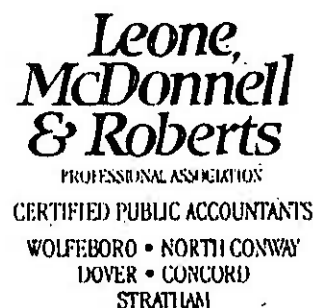
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE 3 INDIRECT COST RATE**

Granite State Independent Living has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

**NOTE 4 DONATED PERSONAL PROTECTIVE EQUIPMENT (UNAUDITED)**

Granite State Independent Living received the fair market value of personal protective equipment of \$2,500.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of  
Granite State Independent Living

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Granite State Independent Living (a New Hampshire nonprofit organization), which comprise the statement of financial position as of September 30, 2021, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 23, 2022.

**Internal Control Over Financial Reporting**

In planning and performing our audits of the financial statements, we considered Granite State Independent Living's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Granite State Independent Living's internal control. Accordingly, we do not express an opinion on the effectiveness of Granite State Independent Living's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

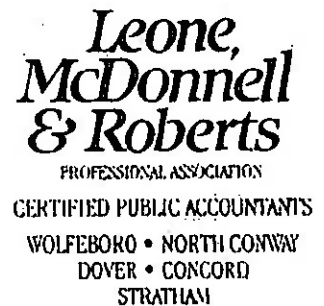
As part of obtaining reasonable assurance about whether Granite State Independent Living's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell & Roberts Professional Association*

Dover, New Hampshire  
December 23, 2022



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of  
Granite State Independent Living

**Report on Compliance for Each Major Federal Program**

We have audited Granite State Independent Living's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite State Independent Living's major federal programs for the year ended September 30, 2021. Granite State Independent Living's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of Granite State Independent Living's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Granite State Independent Living's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Granite State Independent Living's compliance.

### Opinion on Each Major Federal Program

In our opinion, Granite State Independent Living complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

### Report on Internal Control Over Compliance

Management of Granite State Independent Living is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Granite State Independent Living's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Granite State Independent Living's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell & Roberts Professional Association*

Dover, New Hampshire  
December 23, 2022



**GRANITE STATE INDEPENDENT LIVING**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Granite State Independent Living were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Granite State Independent Living, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Granite State Independent Living expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The program tested as a major program was: U.S. Department of Health and Human Services, ACL Centers for Independent Living, ALN 93.432.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Granite State Independent Living was determined to be a low-risk auditee.

**B. FINDINGS – FINANCIAL STATEMENTS AUDIT**

None

**C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT**

None

**GRANITE STATE INDEPENDENT LIVING**  
**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2021**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended September 30, 2020.



## **FY23 BOARD OF DIRECTORS**

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### **Chair**

**Lorna Greer (2024-1)**



### **Interim 1st Vice Chair**

**Larry Smukler (2025-2)**



### **2<sup>nd</sup> Vice Chair**

**Eric Schlepphorst (2025-1)**



### **Treasurer & Secretary**

**Geoffrey Souther (2023-2)**



**Iris Polley (2022-1)**



**Kevin Ennis (2025-2)**



**Theo Vougias (2022-2)**



**Dave Qualey (2022-1)**



**Donald McDonah (2025-1)**



**Bruce Higginbotham (2025-1)**



**Grant Van Der Beken (2025-1)**



# **GSIL BOARD OF DIRECTORS STAFF SUPPORT**

**Deborah Ritcey**  
**CEO**



**Jill Bille**  
**CFO**



**Ann Malburne**



**Casey Lavoie**  
**Sr. Executive Assistant & Project Manager**



## DEBORAH RITCEY

### 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

SENIOR WHOLE HEALTH, CAMBRIDGE, MA

12/2011-4/2015

**CONTRACT MANAGER;**

8/2014-4/2015

- 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**

- 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**

- 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.

NORTHEAST INDEPENDENT LIVING PROGRAM, LAWRENCE, MA

11/2013-8/2014

**DIRECTOR, PERSONAL CARE SERVICES**

- 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.

DR LOGISTICS, DERRY NH

12/2010-12/2011

**SELF-EMPLOYED, CONSULTANT SERVICES**

EVERCARE, OVATIONS, A UNITED HEALTH CARE COMPANY, WALTHAM, MA

12/2007-12/2010

**ASSOCIATE DIRECTOR, NETWORK OPERATIONS AND CONTRACTING.**

**MANAGER, PROVIDER RELATIONS**

GENESIS HEALTHCARE, ANDOVER, MA

1/2003-12/2007

**MANAGER, BILLING AND COLLECTIONS**

**NETWORK IMPLEMENTATION COORDINATOR**

SALTER SCHOOL, TEWKSBURY, MA

9/2003-12/2007

**ADJUNCT INSTRUCTOR**

TUFTS HEALTH PLAN, Watertown, MA

8/1997-1/2003

**SUPERVISOR, PROVIDER RELATIONS**

**PROVIDER RELATIONS SPECIALIST**

**CUSTOMER SERVICE REPRESENTATIVE**

Deborah Ritcey

**EDUCATION**

Master of Public Administration, Suffolk University, Boston, MA

**PROFESSIONAL**

- Advisory member of ATinNH, funded by the ACL TECH grant, facilitated by UNH and Institute on Disability
- 1st Vice Chair of the Statewide Coordinated Council for Transportation, a Governor appointed council
- 1st Vice Chair of the NH Statewide Independent Living Council, a Governor appointed council
- Advisory member of the Disability and Health Advisory Work Group (DHA WG), funding through a 5-year grant with the Institute on Disability
- Advisory member of the NH Alliance for Healthy Living (AHA)
- Advisory member of the Center on Aging and Community Living (CACL)
- Member of the NH Voluntary Organizations Active in Disaster (VOAD)
- Requested by the Department of Health and Human Services, Long Term Supports, to be a member of the bureau of developmental services (BDS), steering committee to overhaul the BDS system
- Requested by the Department of Health and Human Services to be a member of the Electronic Visit Verification (EVV) task force for implementing this federal requirement of home care providers
- Active member of project ECHO, led by UNH Institute of Healthcare Policy and Practice, a peer-to-peer organization proving solutions to healthcare issues
- Past 1<sup>st</sup> Vice Chair, Committee Chair Governance & CEO Search Committees, Granite State Independent Living, Concord, NH
- Past Stakeholder, MA PCA Workforce Council, Boston, MA
- 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



## JILL F. BILLE, MBA

### PROFESSIONAL EXPERIENCE

#### **GRANITE STATE INDEPENDENT LIVING – Concord, NH**

##### Chief Financial Officer

(September 2019 – Present)

- Oversee financial activities for non-profit human service organization with \$20 million in annual revenues and 800 employees across 22 different programs throughout the State of NH.
- Provide leadership, direction and supervision to the Finance team.
- Develop and implement specific goals, objectives and activities in support of strategic plan.
- Advise executive leadership on short-term and long-term business and financial planning.
- Prepare and present financial reports to senior management, Finance Committee and Board of Directors.
- Analyze financial results, investments, cash flows identifying trends and areas for improvement.
- Manage annual operating and capital budget process.
- Coordinate relationships with lending and financial institutions.

#### **COMMUNITY HEALTH CONNECTIONS, INC. – Fitchburg, MA**

##### Director of Finance and Billing

(June 2017 – September 2019)

##### Director of Finance

(May 2016 – June 2017)

- Managed the day to day financial and billing activities of non-profit health center (FQHC) with \$26 million in annual revenues and 240 employees across 4 site locations.
- Oversaw accounting systems, AP, AR, payroll, general ledger, contract/grant filings, cost reporting, financial analysis, fixed asset accounting, capital campaign accounting and cash management.
- Oversaw medical, optometry and behavioral health billing, collections and contracting.
- Analyze monthly reserves for accounts receivable contractual and bad debt allowances.
- Coordinated independent audit activities and annual reports (Uniform Financial Report, Medicare Cost report, CHIA (Medicaid) Report, UDS Report, Form 990 & PC).
- Coordinated compliance activities for fiscal portions of HRSA requirements and for site visits.
- Assist CFO with preparation and presentation of program and health center budgets.
- Oversaw development of fiscal sections of grants and contracts.
- Oversaw contract pharmacy relationship with 340B program and reconciled all activity.
- Analyzed capital projects and oversaw the financial monitoring and reporting of projects in process.
- Mentored and developed 10 staff members.
- Contributed to policy development and systems planning as a member of senior management team.

#### **J. ARTHUR TRUDEAU MEMORIAL CENTER – Warwick, RI**

##### Acting Chief Financial Officer

(March 2015 – May 2016)

##### Accounting Manager

(May 2014 – May 2016)

- Managed financial activities for non-profit providing a variety of services for adults and children with developmental disabilities with \$28 million in annual revenues and 800 employees.
- Managed all daily and monthly accounting and finance operations including journal entries, reconciliations, fixed assets, payroll, investments and accruals.
- Managed and reviewed work of 9 direct reports in AP, AR, commercial insurance billings, payroll and general accounting.
- Prepared budget, monthly financial statements and management reports.
- Analyzed financial results and presented to Board of Directors.
- Monitored daily cash flow and bank account activity.
- Maintained company contracts and authorizations and ensured proper billing to various agencies.
- Coordinated year end audit with independent auditor.

**BRIARWOOD CHILD ACADEMY, INC. – North Smithfield, RI**

Controller and Human Resources Manager

*(August 2013 – December 2013)*

- Created Accounting and Human Resources Departments from the ground up for two locations.
- Performed and managed all daily and monthly accounting and finance operations.
- Implemented general ledger system, internal controls and accounting policies.
- Administered payroll and benefits for 50 employees.

**SEMPER HOME LOANS, INC. – Providence, RI**

Accounting Manager and Human Resources Manager

*(July 2011 – May 2013)*

- Established best practices, internal controls and formal policies for Accounting and HR functions.
- Developed financial reporting package for branch offices – grew from 2 to 17 branches during tenure.
- Identified areas for cost savings and renegotiated key contracts to reduce direct costs by 10%.
- Prepared budgets, monthly financial reports in compliance with GAAP and performed variance analysis.
- Handled all aspects of the human resources function including benefits administration, performance evaluations, recruiting, employee matters, compliance with required laws and regulations.

**RI SPORTS CENTER / WIDE WORLD OF INDOOR SPORTS, INC. – North Smithfield, RI**

Controller

*(July 2001 – July 2011)*

- Managed accounting and finance functions of two businesses for common owner.
- Implemented general ledger system, accounting policies and internal controls from ground up.
- Identified and implemented cost savings and efficiencies to reduce direct costs by 15%.
- Identified areas to increase revenues by 35% over first 5 years.
- Prepared detailed forecasts, budgets, monthly financial statements and variation analysis.

**PIONEER INVESTMENT MANAGEMENT USA, INC. – Boston, MA**

Senior Accountant

*(April 2000 – July 2001)*

- Prepared budgets, quarterly and annual financial statements in compliance with GAAP and SEC policies and practices for group of domestic and international companies.
- Analyzed operating results and variances under tight timelines for senior managers of operating divisions.
- Assisted with coordination of activities with independent auditors.
- Supervised daily and monthly duties of junior staff members.

**MERRILL LYNCH CREDIT CORPORATION – Jacksonville, FL**

*1997 Malcolm Baldrige National Quality Award Winner*

Audit Supervisor—Pre/Post Closing

*(December 1997 – April 2000)*

- Re-engineered department and received Special Recognition Award for outstanding performance.
- Planned and supervised work of 12 direct reports.
- Ensured loan documentation complied with all legal, regulatory and investor requirements.
- Evaluated risks and developed appropriate audit strategies.
- Completed two-year Leadership Excellence curriculum.

**EDUCATION**

**Masters Certificate – Community Health and Community Health Center Management (2017-2018)**  
*Suffolk University – Sawyer Business School, Boston, Massachusetts*

**Master of Business Administration - Management**  
*Jacksonville University, Jacksonville, Florida*

**Bachelor of Science Degree in Business Administration - Accounting**  
*Northeastern University, Boston, Massachusetts*

**VOLUNTEER**

**Amoskeag Health Center – Current member Board of Directors and Finance Committee**

Leona Jean



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**QUALIFICATIONS AND SKILLS**

Accounts Payables/Receivables  
Bookkeeping  
Data Entry  
Vendor and Customer Relations  
Administrative Support

**WORK HISTORY AND EXPERIENCE**

Accounting Assistant  
Granite State Independent Living  
through Wilson Employment Networks, LLC, December 10, 2013 – present

- Distribute account payable invoices to appropriate individuals for approval and fund/grant coding
- Data entry of account payable invoices for weekly check run
- Generate reports relevant to posting and check runs
- Invoicing Medicaid and private-pay consumers
- Reconcile Medicaid payments to outstanding invoices
- Verify social security numbers of employees/care providers
- Any other duties or projects requested to be performed

Sales Associate (Seasonal part-time), October 24, 2013 – January 4, 2014  
The Bon Ton Stores, Inc.

Caregiver to parents, March 2011 – June 2013

Accounts Payable Clerk, October 2005 – March 2011  
Severino Trucking Co., Inc.

- Maintained accounts payables by matching delivery and packing slips to invoices, verifying quantities and checking prices against quotes
- Researched problem invoices
- Data Entry
- Generated checks for daily and weekly operating expenses
- Generated bi-weekly payable check runs
- Performed monthly reconciliation of vendor statements to vendor aging report

**Leona Jean Resume**

- Closed payables at month and year-end cycles
- Issued 1099s
- Reviewed, matched and coded receipts of employee credit card statements
- Filed and maintained accounts payables for contracted jobs
- Maintained Dig Safe log and job utility mobilization log
- Provided support to office manager, estimators and project managers
- Answered and fielded incoming calls to appropriate personnel
- Greeted clients, vendors, visitors and job applicants
- Special project: Updated and reorganized MSDS manuals for vehicle and large equipment garage, welding shop and main office to reflect changes in inventory of hazardous products on site and in field to comply with OSHA requirements
- Additional responsibilities included but were not limited to: maintained inventory and purchased office supplies; opened mail and distributed to intended recipients; maintained subcontractor insurance certificates and W9s; performed any other duties required or requested to facilitate smooth team operation of office administration

**Accounts Payable Clerk, October 2005 – March 2006**  
**Severino Trucking Co., Inc. through Barclay Temporaries**

**Accounts Payable Clerk, January – September 2005**  
**Robert Half International, Inc., Accountemps**

**TECHNOLOGY SKILLS**

Microsoft Windows 7; Microsoft Office 2010: Excel, Word, PowerPoint, Outlook, Internet Explorer; Sage/Abila MIP Fund Accounting; Versys Accounting; Crystal Reporting; Tabware; JWS Systems; Great Plains Dynamics; QuickBooks; Timeslips Time and Billing

**EDUCATION**

Associate in Arts/General Studies, 2009  
Granite State College, Concord, NH

Certificate in Basic Accounting, January 2014  
Associate in Science Accounting Program (currently enrolled)  
NHTI, Concord, NH

Continuing Education received at Manchester Community College; University of NH  
Manchester; Hesser College; NH Institute of Art

Contractor Name  
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Leona Jean	Sr. AP/AR Associate	\$4,624.00
Jill Bille	CFO	\$13,311.00
Deborah Ritcey	CEO	\$18,065.00

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shiblinette  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

December 21, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Granite State Independent Living (VC#155330), Concord, NH, in the amount of \$350,000 to support five (5) Regional Mobility Managers in the development and coordination of public transportation access in rural communities impacted by COVID-19, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-901010-57710000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90577150	\$190,000
2023	102-500731	Contracts for Program Services	90577150	\$160,000
			<b>Total</b>	<b>\$350,000</b>

**EXPLANATION**

This request is **Sole Source** because the Contractor is uniquely qualified to facilitate and support the work of the Regional Coordinating Council Mobility Managers and their public transportation access projects in rural communities. The Contractor currently supports the State Coordinating Council for Community Transportation, which was created by the legislature in 2007. The State Coordinating Council develops, implements, and provides guidance for the coordination of community transportation options on a regional level within New Hampshire.

The purpose of this request is to provide centralized state level facilitation, support and data collection for the five (5) Regional Coordinating Council Mobility Managers and their projects that focus on increasing accessibility to transportation resources in each region. The Contractor

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

will ensure increased awareness of transportation resources and increased accessibility to transportation resources while addressing issues of Diversity, Equity and Inclusion (DEI) in transportation.

The Contractor will provide an evaluation of the impact of the COVID-19 pandemic on community transportation in the five (5) identified regions. The Contractor will support the five Regional Mobility Managers in coordinating public transportation access solutions within their regions for high-risk, underserved, and racial and ethnic minority populations impacted by COVID-19 health disparities in rural communities within Grafton, Coos, Belknap, Merrimack and Sullivan Counties, and the Monadnock Region.

The Department will monitor services by utilizing quarterly performance reporting tools to ensure that partnerships mobilized to address COVID-19 health disparities and inequities experience:

- A quarterly increase in the number of new collaborations.
- A quarterly increase in the number of expanded collaborations.
- Stabilization of the number of existing collaborations.

As referenced in Form P-37, General Provisions, Subparagraph 3.3 of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, populations in rural communities who are at risk of being disproportionately impacted by the COVID-19 pandemic may not receive access to the transportation resources needed to ensure they are able to obtain the services necessary to address COVID-19 health disparities.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391, FAIN #NH75OT000031

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Shibinette*  
24DAB37EDDE6488...

Lori A. Shibinette  
Commissioner


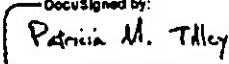
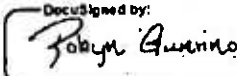
Subject: State Level Rural Transportation Equity Project (SS-2022-DPHS-12-STATE-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address 21 Chenell Dr. Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-9680	1.6 Account Number 05-095-090-901010- 57710000	1.7 Completion Date May 31, 2023	1.8 Price Limitation \$350,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 1/10/22		1.12 Name and Title of Contractor Signatory President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 1/13/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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: 1/25/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

**1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:**

**3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.**

**1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:**

**12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.**

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall support five (5) Regional Mobility Managers in the development and coordination of sustainable public transportation access solutions for high-risk, underserved, and racial and ethnic minority populations impacted by COVID-19 health disparities in:
  - 1.1.1. Region 1: Grafton-Coos Counties;
  - 1.1.2. Region 2: Carroll County;
  - 1.1.3. Region 3: Mid-State (Belknap-Merrimack Counties);
  - 1.1.4. Region 4: Sullivan County; and
  - 1.1.5. Region 5: Monadnock Region.
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. The Contractor shall develop and submit a work plan to the Department for review and approval within fourteen (14) days after execution of this agreement.
- 1.4. The Contractor shall assist Regional Mobility Managers with enhancing existing resources by:
  - 1.4.1. Updating the Transport NH website at least monthly to communicate best practices and successes at the state and regional levels.
  - 1.4.2. Seeking opportunities to provide resources and tools to sustain Regional Mobility Managers beyond the contract completion date.
  - 1.4.3. Providing support to regional projects, including data collection and analysis.
- 1.5. The Contractor shall facilitate consumer inclusion and equity focused projects in order to address issues of Diversity, Equity and Inclusion (DEI) in transportation. The Contractor shall:
  - 1.5.1. Create a plan and structure for consumer engagement at the State Coordinating Council level.
  - 1.5.2. Coordinate the use of Division of Public Health Services DEI tools, which includes:
    - 1.5.2.1. The Equity Review Toolkit; and
    - 1.5.2.2. Culturally Effective Organizations trainings and assessments.

*[Handwritten Signature]*  
Date 8/10/22

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT B**

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- 1.5.3. Review regional transportation agency marketing and communications to ensure individuals have access to transportation, including individuals with vision, hearing or speech disabilities and/or limited English language proficiency.
  - 1.6. The Contractor shall increase awareness of transportation resources by:
    - 1.6.1. Developing and administering a public perception baseline survey, as approved by the Department, to gather public perceptions on transportation.
    - 1.6.2. Analyzing survey results.
    - 1.6.3. Developing and deploying a public, consumer and stakeholder statewide education campaign, as approved by the Department.
  - 1.7. The Contractor shall increase accessibility to transportation resources by creating a statewide transportation accessibility website which:
    - 1.7.1. Contains a searchable database; and
    - 1.7.2. Is designed to meet or exceed ADA standards as detailed in Title II of the Americans with Disabilities Act.
  - 1.8. The Contractor shall document and evaluate the impact of the COVID-19 pandemic on community transportation resources by:
    - 1.8.1. Identifying areas where transportation resources have been reduced or eliminated; and
    - 1.8.2. Identifying and evaluating barriers to transportation which may include, but are not limited to:
      - 1.8.2.1. Transportation staffing levels.
      - 1.8.2.2. Mandated and recommended COVID-19 safety precautions.
      - 1.8.2.3. Public and user perceptions of safety and accessibility of transportation services.
      - 1.8.2.4. Demand for transportation services.
      - 1.8.2.5. Communication of changes to access to transportation services.
  - 1.9. The Contractor shall attend monthly meetings of the New Hampshire State Coordinating Council for Community Transportation.
  - 1.10. The Contractor shall attend Regional Coordination Council meetings, as required by the Department.
  - 1.11. The Contractor shall participate in other trainings, meetings, and surveys, as required by the Department.

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT B**

**2. Exhibits Incorporated**

- 2.1. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Reporting Requirements**

- 3.1. The Contractor shall submit quarterly reports to the Department, no later than the 15th day following the end of the reporting quarter, utilizing a quarterly reporting tool provided by the Department relative to performance measures detailed in Section 4, below.
- 3.2. The Contractor shall submit three (3) summary reports of the public transportation perception survey detailed in Subsection 1.5, which are due within 15 days of completion of each survey.

**4. Performance Measures**

**4.1. Performance Measure #1**

- 4.1.1. Goal: To increase the number of new partnerships mobilized to address COVID-19 health disparities and inequities.
- 4.1.2. Numerator: Total number of new partnerships mobilized.
- 4.1.3. Denominator: Total number of new, expanded and existing partnerships mobilized.
- 4.1.4. Data Source: Regional quarterly reporting tool.

**4.2. Performance Measure #2**

- 4.2.1. Goal: To increase the number of expanded partnerships mobilized to address COVID-19 health disparities and inequities.
- 4.2.2. Numerator: Total number of expanded partnerships mobilized.
- 4.2.3. Denominator: Total number of new, expanded and existing partnerships mobilized.
- 4.2.4. Data Source: Regional quarterly reporting tool.

**4.3. Performance Measure #3**

- 4.3.1. Goal: To ensure stability of the number of existing partnerships mobilized to address COVID-19 health disparities and inequities.
- 4.3.2. Numerator: Total number of existing partnerships mobilized.
- 4.3.3. Denominator: Total number of new, expanded and existing partnerships mobilized.
- 4.3.4. Data Source: Regional quarterly reporting tool.

- 4.4. The Contractor shall actively and regularly collaborate with the Department to

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT B**

enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

- 4.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

- 5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:



**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT B**

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

*de*  
1/10/22

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal Funds, New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on June 1, 2021, by the U.S. Department of Health & Human Services, Centers for Disease Control and Prevention, ALN 93.391, FAIN NH75OT000031.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
  - 4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
  - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT C**

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
  - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
  - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

**New Hampshire Department of Health and Human Services  
State Level Rural Transportation Equity Project**

**EXHIBIT C**

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of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



Line 01 BY 200 Budget

New Hampshire Department of Health and Human Services

Budget/Program Name: Health Care Independent Living Transportation Budget Request for 00-000-0000-01-01-01-01		Fiscal Year: 00-000-0000-01-01-01-01		Fiscal Year: 00-000-0000-01-01-01-01		Fiscal Year: 00-000-0000-01-01-01-01		Fiscal Year: 00-000-0000-01-01-01-01	
Line Item	Amount	Total Requested	Total Available	Total Requested	Total Available	Total Requested	Total Available	Total Requested	Total Available
01-01-01-01-01-01-01	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-02	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-03	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-04	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-05	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-06	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-07	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-08	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-09	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-10	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-11	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-12	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-13	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-14	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-15	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-16	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-17	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-18	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-19	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-20	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-21	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-22	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-23	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-24	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-25	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-26	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-27	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-28	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-29	11200	11200	11200	11200	11200	11200	11200	11200	11200
01-01-01-01-01-01-30	11200	11200	11200	11200	11200	11200	11200	11200	11200
TOTAL	11200	11200	11200	11200	11200	11200	11200	11200	11200

*[Handwritten signature]*  
11/1/22

New Hampshire Department of Health and Human Services  
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**  
**US DEPARTMENT OF EDUCATION - CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-8505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
  - 1.4. Notifying the employee in the statement required by subparagraph 1.1 that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

21 Chenell Drive, Concord, NH 03301  
P.O. Box 3953, Concord, NH 03302

Check  if there are workplaces on file that are not identified here.

Contractor Name:

*Debra*

Name: Deborah Ritcey  
Title: President & CEO

1/10/22  
Date

Contractor Initials *dr*  
Date 1/10/22



New Hampshire Department of Health and Human Services  
Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/10/22  
Date

Deborah Ritcey  
Name: Deborah Ritcey  
Title: President & CEO

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/01/22  
Date

Deborah Pitcey  
Name: Deborah Pitcey  
Title: President & CEO

Contractor Initials DP  
Date 11/01/22

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal-nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials: du

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/10/22  
Date

Debra R. Ritey  
Name: Debra R. Ritey  
Title: President & CEO

Exhibit G

Contractor Initials DR

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/19/22

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

1/10/22  
Date

*Deborah Pitcair*  
Name: Deborah Pitcair  
Title: President & CEO

Contractor Initials *dh*  
Date 1/10/22

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Contractor Initials

Date

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*1/20/22*

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions**.- All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**Business Associate Use and Disclosure of Protected Health Information**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials da

Date 1/19/22



New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials     

Date 1/10/22

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials DL

Date 11/19/20

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials DL

Date 1/10/22

New Hampshire Department of Health and Human Services



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS/Division of Public Health Services  
 The State  
 Signature of Authorized Representative  
 Patricia Tilley, MS Ed  
 Name of Authorized Representative  
 Director  
 Title of Authorized Representative  
 01/26/2022  
 Date

Grande State Independent Living  
 Name of the Contractor  
 Signature of Authorized Representative  
 Deborah Pitcair  
 Name of Authorized Representative  
 President & CEO  
 Title of Authorized Representative  
 1/10/22  
 Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

1/10/22  
Date

Deborah R. Rice  
Name: Deborah R. Rice  
Title: President & CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 118084276
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials dr  
Date 1/19/22

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information": (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*[Handwritten Signature]*  
*[Handwritten Date: 1/10/22]*

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/dait/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov