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Rebecca Sky
Executive Director

STATE OF NEW HAMPSHIRE
COMMISSION ON AGING
117 PLEASANT STREET, CONCORD, NH 03301
603-271-0527 603-848-4204
www.nhcoa.nh.gov

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

October 16, 2024

REQUESTED ACTION

Authorize the New Hampshire State Commission on Aging to enter a contract with Impact Consulting, (VC# 509616) of Berlin, NH, in the amount of $293,601 to conduct a community transportation needs assessment with a focus on older adults, people living with disabilities, and veterans, through April 30, 2026, effective upon Governor and Council approval, with the option to renew for up to eight (8) additional months not to exceed December 31, 2026. Funds are budgeted in accounting unit ARP Comm. Transport Needs 01-014-071-710010-28230000. This is an allowable use of American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items withing the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. (Originally approved by G&C on 3/13/24, Item #40, and amended by the G&C on 9/25/24, Item #60.)

01-014-071-710010-28230000 - ARP Comm. Transport Needs

State Fiscal Year 2025	Class/Account	Class Title	Amount
2025	102-502627	Contracts for Program Services	$293,601
		TOTAL:	**$293,601**

EXPLANATION

The purpose of this request is for the Contractor to conduct a community transportation needs assessment with a focus on older adults, people living with disabilities, and veterans. This contract will also result in an analysis of related current State of New Hampshire policies and investments towards developing a long-term intra-agency vision for public and human services transit options

This request represents one (1) of two (2) contracts to be awarded from the same class/account. The Commission on Aging anticipates presenting a second contract at this same Governor and Council meeting that seeks to conduct community engagement, analysis, and facilitate a leadership team towards the development of the New Hampshire Multisector Plan for Aging (NH MPA). This NH MPA, the AgeWellNH Plan, will incorporate the findings of the transportation needs assessment and analysis of current human transit policies and investment into its actionable agenda.

Through the presented contract, the Contractor will:

1. Engage program and policy leaders from state agencies and transportation stakeholders in partnership with the State Coordinating Council of Community Transportation to advise project work and build commitment to implementation of final findings.

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2. Conduct quantitative and qualitative data collection to grow understanding of consumer needs with an eye towards improving capacity to capture valuable data on an ongoing basis.
3. Conduct a comprehensive assessment of transportation needs and gaps for older adults (age 65+), people living with disabilities, veterans, and other vulnerable populations like BIPOC, immigrant, and refugee communities in New Hampshire.
4. Conduct an analysis of economic, health, and social impacts of addressing or not addressing identified transportation gaps.
5. Identify and analyze current policies, systems, environments, and investments resulting in the development of a long-term intra-agency vision for public and human services transit options in New Hampshire. This may include an investment plan with prioritized projects and strategies to improve transportation options for the target populations.

The Commission on Aging selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department of Administrative Services website from June 28, 2024 to August 1, 2024. The Commission received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to eight (8) additional months not to exceed December 31,2026, 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, planning made necessary by an increasingly older aged state population and the need to increase infrastructure resiliency will not happen.

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

Respectfully submitted,

Rebecca Sky, MPH
Executive Director
New Hampshire State Commission on Aging

State of New Hampshire
The Commission on Aging 2024-02-Community Transportation Needs Assessment
P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS AND EXHIBITS

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 State Commission on Aging**		1.2 State Agency Address **117 Pleasant Street** **Concord, NH 03301**	
1.2 Contractor Name **Impact Consulting**		1.4 Contractor Address **154 High Street** **Berlin, NH 03570**	
1.5 Contractor Phone Number **(603) 748-3676**	1.6 Account Unit and Class **Accounting Unit** **28230000** **Class 102**	1.7 Completion Date **April 30, 2026**	1.8 Price Limitation **$293,601**
1.9 Contracting Officer for State Agency **Rebecca Sky**		1.10 State Agency Telephone Number **603-271-0527 or 603-848-4204**	
1.11 Contractor Signature Jen Buteau Date: 10/10/2024		1.12 Name and Title of Contractor Signatory **Jen Buteau** **Principal, Impact Consulting**	
1.13 State Agency Signature Rebecca Sky Date: 10/10/2024		1.14 Name and Title of State Agency Signatory **Rebecca Sky, Executive Director** **NH State Commission on Aging**	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 10/11/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item Number: G&C Meeting Date			

Contractor Initials JB
Date 10/10/24

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, 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.
3.3 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. 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 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, 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 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. 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.
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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
6.4. 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 this Agreement

and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT

A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.4 The Term may be extended up to eight (8) month(s), ("Extended Term") at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity

6.5 The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.

6.6 Relating to 2 CFR 200.321:

A. The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring subcontractors to take the affirmative steps listed in paragraphs (b)(1) through (5) above.

6.7 The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction

materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6.8 The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.9 The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6.10 The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.

6.11 Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

6.12 Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.).

6.13 In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;

- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the US Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.

The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.

6.14 The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury's SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State. The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.

6.15 The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

6.16 The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

6.17 In accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.

6.18 Contractors that apply or bid for an award exceeding $100,000 must file the required certification (See A.7).

Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Contractors shall comply with the provisions of 31 C.F.R. Part 21, which governs the lobbying activities of recipients of federal contracts, grants, and loans. Contractors shall disclose all lobbying activities related to the award of the contract and shall ensure that any subcontractors also comply with the regulation's requirements.

A.3 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
d. Take no action to intentionally erase any State data until directed by the State;
e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.4 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of

Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.5 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.6 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. EXHIBITS/ATTACHMENTS

i. The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

29. NON-EXCLUSIVE CONTRACT

ii. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. ORDER OF PRECEDENCE

iii. In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

iv. State of New Hampshire, Commission on Aging Contract Agreement 2024-02 P-37 as amended by Exhibit A.

v. State of New Hampshire, Commission on Aging Contract Exhibits.

vi. State of New Hampshire, Commission on Aging 2024-02 – Community Transportation Needs Assessment request for proposal.

vii. Vendor Proposal Response to Commission on Aging 2024-02 – Community Transportation Needs Assessment

viii. Additional Contractor Provided Documents.

ix. Contractor Quote.

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A.7 CONTRACT AGREEMENT LOBBYING REQUIREMENTS

The Contractor identified in Section 1.3[1] of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Program: American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF)

Contract Period: November 1, 2024 – April 30, 2026

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:

a. the awarding of any federal contract.
b. the making of any federal grant.
c. the making of any federal loan.
d. the entering into of any cooperative agreement.
e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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-Grantee), 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-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-contracts subcontractors shall certify and disclose accordingly.

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

Grantee Representative Signature Grantee's Jen Buteau

Representative Title
Principal

Grantee Name
Jen Buteau

Date 10/10/24

[1] If not using a standard P37 contract form, substitute the section that identifies the contractor in your contract.

1 Provisions Applicable to All Services

1.1 The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Statement of Work

2.1 Scope of Services

For the Scope of Services identified in 2.1.1 through 2.1.3, the Vendor must:

A. Submit a Work Plan to the Commission within thirty (30) days of the contract Effective Date.
B. The Vendor must implement the Commission on Aging-approved Work Plan by completion of the project.

2.1.1 Community Engagement Activities:

The Vendor will conduct community engagement to develop understanding of mobility concerns and needs of target populations. One specific goal is to get an estimate of transportation trip needed.

1) **Target Audiences**: The vendor will identify key target audiences and stakeholder groups to engage which may include but are not limited to:
   - Older adults (age 65+),
   - People living with disabilities,
   - Veterans, and
   - Historically marginalized populations like immigrant, refugee, and BIPOC communities

2) **Community Engagement Activities**: The vendor or subcontractors will determine research design through collaboration with project management team, project advisors, mobility management network and other stakeholders to determine specific questions and define strategic outreach and engagement opportunities. Community engagement activities may include:
   - **Quantitative Research**: Design, implement and analyze online / paper surveys (target ~2000 responses) to estimate transportation trip needs.
   - **Qualitative Research:**
     - Conduct public forums and/or focus groups (15-20 sessions) across different regions and target populations.
     - Conduct Stakeholder Interviews with transportation coordinators and providers. One goal will be to learn (and potentially provide) what supports are needed to capture unmet need.

- **Promotion & Outreach:** The vendor or subcontractor will develop a robust communications and outreach plan to raise awareness about engagement opportunities and maximize participation from all parts of the community. This may include social media and other online engagement.

3) **Language Access and Inclusion**: All community engagement activities must be inclusive and accessible to people of diverse backgrounds, abilities, and needs. This includes providing translation/interpretation services, materials in multiple languages including ASL/English, Communication Access in Real Time (CART), accommodations for disabilities, and engagement opportunities at varying times/locations.

4) **Data Collection and Analysis:** The vendor will collect, synthesize, and analyze all community input received through the various engagement activities. This will involve developing an effective system for documenting feedback.

5) **Reporting and Recommendations**: The vendor will prepare a detailed report summarizing key findings from the community engagement process, highlighting major themes and recommendations that arose from public input. The report should include analysis of participation rates across different demographic groups.

6) **Deliverables:** The vendor will provide the following deliverables:
   - Community Engagement Plan and Timeline
   - Communications/Outreach Materials
   - Facilitation of All Engagement Activities
   - Database of Community Input Received
   - Final Community Engagement Report and Recommendations

2.1.2 Analysis:

The vendor must conduct and write up an analysis:

1) **Inventory/map** existing local/regional transportation services statewide.
2) **Gap Analysis:** The vendor or subcontractor will conduct a gap analysis to identify transportation gaps by analyzing survey/focus group data, American Community Survey and Census data, other data from other data repositories, the inventory of existing resource.
3) **Impact Analysis**: The vendor or subcontractor will assess economic, health, and social impacts of action vs. inaction on addressing transportation gaps.
4) **Policies, Systems, and Investment Analysis:** The vendor or subcontractor will conduct a review of current related federal and New Hampshire state level policies and systems and investment supporting public and community transportation. This analysis shall also reveal overall funding mix for volunteer driver programs across New Hampshire. The entire analysis will illuminate how current policies, systems, and investment strategies support or limit community transportation options.
5) **Reporting and Recommendations**: The vendor will prepare a detailed report that:
   - Summarizes key findings from the analysis requested above, highlighting major themes and recommendations that arose from the analysis.
   - Recommends policy changes.

- Includes a prioritized list of recommendations for future public investment towards enabling meaningful, efficient, and effective transportation options. This list shall be created with the intention for potential inclusion in New Hampshire's 10 Year Transportation Plan and/or other funding opportunities. This section of the report shall also provide guidance on criteria for use in funding decisions (ex - census data vs. land mass).
- Includes recommendations for intra-agency coordination and the braiding of funds to enable greater impact for the same dollars supporting meaningful access to transportation and a seamless experience by end users.
- Names opportunities for collaboration, shared and cross-trained workforce, more robust, sustainable and integrated services.
- Includes equity considerations in analysis and recommendations.

6) **Deliverables**: The vendor will provide the following deliverables:
   - Written reports (or combined into one report) for each of the analysis named above: gap analysis, impact analysis, and the policies, systems and investment analysis.
   - A second report as outlined in 2.1.2.5

2.1.3 Project Management:

The vendor will:

1) **Develop a project workplan:**
   - The Vendor must work with the Commission on Aging Executive Director to finalize a Work Plan within thirty (30) days of the Contract Effective Date.
   - The Vendor must ensure the Work Plan is used to confirm progress toward meeting project objectives.
2) **Develop a project budget**:
   - The Vendor must work with the Commission on Aging Executive Director to finalize a detailed budget breakdown aligning with the proposed $293,601 funding amount, including costs for project management, research components, and indirect costs. within thirty (30) days of the Contract Effective Date.
3) **Provide sufficient staff** to perform the services specified in this Scope of Work.
4) **Review best practices** from other states' transportation needs assessments.
5) **Engage project advisors** including, for example, the State Coordinating Council on Community Transportation, the state's mobility management network, and other stakeholders.
6) **Oversee and coordinate all assessment components and sub-contractors**.
7) **Coordinate and collaborate with DOT** both using and supporting work on the Statewide Coordinated Transportation Plan required for FTA 5310 funding.
8) **Supervise report writing, dissemination, and strategic communication plans.**
9) **Meet reporting requirements in Section 2.2 Reporting**. The selected vendor may be required to provide other data and metrics to the Commission on Aging in a format specified by the Commission.
10) **The selected vendor must ensure all written reports are provided in accordance to requirements for federal American Rescue Plan Act funds** including frequency, timing, and required information.
11) **The selected vendor must meet either virtually or in-person with the Commission on Aging Executive Director**, every 2 weeks for the first 2 months of this project, then quarterly thereafter.

12) **Deliverables:** The vendor will provide the following deliverables:
- Project Workplan
- Project Budget
- Project Advisors and Stakeholder Engagement Plan
- Inventory of existing transportation resources and services across the state.
- Other deliverables as outlined below in 2.1.1.7 and 2.1.2.6.
- Strategic dissemination and communication plan for sharing findings.

2.2 Reporting

2.2.1. Work Plan Status Reports

The Vendor must provide Work Plan Status Reports to the Commission on Aging on a quarterly basis, and more frequently as requested by the Commission. Work Plan Status Reports must include, but are not limited to:

2.2.1.1. Status of all items included in the Work Plan;
2.2.1.2. Activities and Outreach including number and types of events, numbers of people engaged, and outcomes.
2.2.1.3. Other Progress on Deliverables.
2.2.1.4. Highlights of Community & Stakeholder Feedback.
2.2.1.6. Process and Outcome measures.

In addition, the Vendor must provide any additional reporting required by ARPA SFRF.

2.2.2 Final Status Report

The Vendor must submit a Final Status Report to the Commission on Aging within thirty (30) days of the contract Completion Date. The Final Status Report must be in a format satisfactory to the Commission on Aging and contain a summary of all services provided, goals, objectives and deliverables achieved. It must also include the Reporting in Subsection 2.2.1, which may be subject to change by the Commission on Aging.

2.2.3. Collaboration on Development of Reporting

The Vendor must work with the Commission on Aging to monitor progress in meeting the Reporting in Subsection 2.2., and deliverables outlined in the Scope of Work in Subsection 2.1. The Vendor must work with the Commission on Aging to develop any additional performance measures. The Vendor may be required to provide other data and metrics to the Commission in a format specified by the Commission.

3. Performance Metrics

3.1 Deliverables

The deliverables outlined above in Community Engagement Activities (2.1.1.8), Analysis (2.1.2.3) and Facilitation and Planning Design (2.1.3.2) are received by the Commission according to the agreed upon timeline in the Commission on Aging approved workplan.

4. Compliance

4.1 Federal & State Laws, Rules, and Regulations, Policies, & Procedures

The Vendor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Commission on Aging currently in effect, and as they may be adopted or amended during the contract period.

4.2 Contract Monitoring Questionnaire

The Vendor may be required to complete a contract monitoring questionnaire, to be provided by the Commission on Aging, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to: site visits, file reviews, staff training.

4.3 Records

4.3.1. Storage

The Vendor must maintain the following records between the effective date of any contract and the date seven years after the completion date:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Vendor in the performance of the resulting contract, and all income received or collected by the Vendor.

8.3.1.2. 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 Commission on Aging, 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 Commission on Aging.

4.3.2. Access for Audits

During the term of the resulting contract and the period for retention hereunder, the Commission on Aging, the United States Department of Treasury, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Commission on Aging shall disallow any expenses claimed by the Vendor as costs hereunder the Commission on Aging shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Vendor.

4.4 Credits and Copyright Ownership

4.4.1. Credit

All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Commission on Aging, 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 Treasury."

4.4.2. Approvals for Dissemination

All written, video and audio materials produced or purchased under the contract must have prior approval from the Commission on Aging before printing, production, distribution or use. The Vendor must not reproduce any materials produced under the contract without prior written approval from the Commission on Aging.

4.4.3. Copyright

The Commission on Aging will retain copyright ownership for any and all original materials produced, including, but not limited to: Brochures, Resource directories, Protocols, Guidelines, Posters, Databases, Reports.

4.5 Website and Social Media

4.5.1. NH DoIT website and social media requirements and policies

The Vendor must work with the Commission on Aging's Executive Director to ensure that any social media or website designed, created, or managed on behalf of the Commission on Aging meets all Commission on Aging and NH DoIT website and social media requirements and policies. The Vendor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the State of New Hampshire's Information Security Requirements Exhibit, the State of New Hampshire's Business Associate Agreement and all applicable State and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

4.5.2. State of New Hampshire's Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

4.6 Audit Requirements

8.6.1. The vendor must comply with all requirements applicable to contracts issued under New Hampshire State Government and the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.

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

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State of New Hampshire
The Commission on Aging 2024-02-Community Transportation Needs Assessment
EXHIBIT C – PAYMENT TERMS

1. This agreement is funded by:
   1.1 100% Federal Funds, American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF)

2. For the Purposes of this Agreement the Commission has identified:
   2.1 The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2 The Agreement as NON-R&D, in accordance with 2 CFR 200.332.

3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with the Deliverable Schedule in Section 3.1, below:
   3.1 Deliverable Schedule

Deliverables	Payment Month	Payment	Deliverable Documentation
• Structure of project personnel • Development of project work plan • Development of project budget • Project Advisors and Stakeholder Engagement Plan • Meet with Commission on Aging Executive Director (2 meetings held)	December 2024	$32,000	Items Received & Documented: • List of personnel working on project with contact information • Approved Project Work Plan • Approved Project Budget • Approved Project Advisors and Stakeholder Engagement Plan • Meeting Notes from COA ED meeting
• Quarterly Workplan Progress Report (Due Jan 31, 2025) • Meet with Commission on Aging Executive Director / Project Advisors (Dec & Jan - 3 meetings held) • Develop a Community Engagement Plan	February 2025	$32,000	Items Received & Documented: • Quarterly Progress Report (Due Jan 31, 2025) • Meeting Notes Dec & Jan meetings with COA ED (& Project Advisors) (3 meetings) • Approved Community Engagement Plan
• Develop Communications / Outreach Materials • Conduct community Engagement and document progress • Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (Feb & March - 2 meetings)	April 2025	$32,000	Items Received & Documented: • Approved Communications / Outreach Materials • Community Engagement Progress documented • Meeting Notes and Attendance list from Feb & March meetings with COA ED / Project Advisors (2 meetings)
• Quarterly Workplan Progress Report (Due April 30, 2025) • Conduct community Engagement • Provide an Inventory / map of existing local/regional transportation services statewide as outlined in Exhibit B, section 2.1.2.	June 2025	$32,000	Items Received & Documented: • Quarterly Progress Report (Due April 30, 2025) • Approved Inventory / map of existing local/regional transportation services statewide as outlined in Exhibit B, section 2.1.2.

• Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (April & May - 2 meetings)			• Meeting Notes April & May meetings with COA ED (& Project Advisors) (2 meetings)
• Quarterly Workplan Progress Report (Due July 31, 2025) • Conduct community Engagement • Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (June & July - 2 meetings)	August 2025	$32,000	Items Received & Documented: • Quarterly Progress Report (Due July 31, 2025) • Meeting Notes and Attendance list from June & July meetings with COA ED / Project Advisors (2 meetings)
• Author final Community Engagement Report as outlined in Exhibit B, section 2.1.1. (Due September 30, 2025) • Database of Community Input as outlined in Exhibit B, section 2.1.1 • Author Gap Analysis as outlined in Exhibit B, section 2.1.2. (Due September 30, 2025) • Author Impact Analysis as outlined in Exhibit B, section 2.1.2. (Due September 30, 2025) • Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (Aug & Sept - 2 meetings)	October 2025	$32,000	Items Received & Documented: • Approved Final Community Engagement Report as outlined in Exhibit B, section 2.1.1. • Database of Community Input as outlined in Exhibit B, section 2.1.1. • Approved Gap Analysis as outlined in Exhibit B, section 2.1.2. • Approved Impact Analysis as outlined in Exhibit B, section 2.1.2. • Meeting Notes and Attendance list from Aug & Sept meetings with COA ED / Project Advisors (2 meetings)
• Quarterly Workplan Progress Report (Due October 31, 2025) • Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (Oct & Nov - 2 meetings)	December 2025	$32,000	Items Received & Documented: • Quarterly Progress Report (Due October 31, 2025) • Meeting Notes and Attendance list from Oct & Nov meetings with COA ED / Project Advisors (2 meetings)
• Quarterly Workplan Progress Report (Due January 31, 2026) • Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (Dec & Jan – 1+ meetings)	February 2026	$32,000	Items Received & Documented: • Quarterly Progress Report (Due October 31, 2025) • Meeting Notes and Attendance list from Dec & Jan meetings with COA ED / Project Advisors (1+ meetings)

• Facilitate Meeting with Commission on Aging Executive Director / Project Advisors (Feb, March, April - 3 meetings) • Author a comprehensive recommendations report as outlined in Exhibit B, section 2.1.2.5.	Remaining contracted funds due upon Receipt of final approved Recommendations Report / Project Completion. April/May 2025	$37,601	Items Received & Documented: • Meeting Notes and Attendance list from Feb, March, April meetings with COA ED / Project Advisors (3 meetings) • Approved comprehensive report and presentation on recommendations as outlined in Exhibit B, section 2.1.2.5.
	TOTAL:	$293,601	

4. The contractor shall submit invoices within 30 (30) days of the Deliverable due dates listed in the Deliverable Schedule in 3.1. above for payment of the Commission-accepted and -approved Deliverables in accordance with the Deliverable Schedule. The Contractor shall ensure each invoice:

   4.1 Includes the Contractor's Vendor Number issues by the NH Department of Administrative Services;

   4.2 Includes Identification of the completed Deliverable(s), Deliverable(s) due date(s), Deliverable(s) completion date(s), and Deliverable(s) acceptance date(s);

   4.3 Include an electronic signature, and Deliverable documentation, and is emailed to Karen.T.Knowles@nhcoa.nh.gov or mailed to:

   Executive Director
   NH State Commission on Aging
   117 Pleasant Street
   Concord, NH 03301

5. Upon acceptance of a Deliverable by the Commission, and a properly documented invoice, the Commission shall make payment to the Contractor withing thirty (30) days of the receipt of each invoice, subsequent to approval of each invoice.

6. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part, if said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

   8.1 The Contractor must email an annual audit to Karen.T.Knowles@nhcoa.nh.gov if any of the following conditions exist:

   8.1.01 Condition A – The Contractor is subject to an annual Single Audit pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

   8.1.02 Condition B – The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

   8.1.03 Condition C – The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2 If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to Karen.T.Knowles@nhcoa.nh.gov 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.

8.2.01 The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3 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.

8.4 Any Contractor that receives an amount equal to or greater than $250,000 from the Commission during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.

8.5 In addition to, and not in any way limitations of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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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 IMPACT CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on February 13, 2023. 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: 923573

Certificate Number: 0006772837

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of September A.D. 2024.

David M. Scanlan
Secretary of State

State of New Hampshire
The Commission on Aging 2024-01-Multisector Plan for Aging
Certificate of Authority

IMPACT
CONSULTING

October 7, 2024

To Whom It May Concern,

As the sole owner of **Impact Consulting**, I am the only authorized representative of the company. Therefore, no Certificate of Vote is required to authorize me to enter into an agreement with the State of New Hampshire. This letter serves as confirmation that I have full authority to sign contracts or amendments on behalf of the company.

Also, I currently have no employees, and as such, am effectively exempt from **RSA 281-A**. If I should hire employees,however,I realize I would be required to comply with Paragraph 15 of the P-37.

Please let me know if any further documentation is needed.

Sincerely,

Jen Buteau

Jen Buteau
Owner, Impact Consulting
jen@impactconsultingnh.com

BUTEA-2

OP ID: SJ

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2024

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

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

PRODUCER
Vaillancourt & Woodward Inc
15 Exchange Street
P O Box 8
Berlin, NH 03570
603-752-2440

CONTACT NAME: Steven Jordan
PHONE (A/C, No, Ext): 603-752-2440 FAX (A/C, No): 603-752-2583
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Companies	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Buteau, Jennifer
Impact Consulting
dba Impact Consulting
154 High St
Berlin, NH 03570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR			PGR973140088	09/04/2024	09/04/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Business Owners						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Commision on Aging
117 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Steven Jordan

ACORD 25 (2016/03)

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State of New Hampshire
The Commission on Aging 2024-02-Community Transportation Needs Assessment
Scoring Sheet

Project ID #: RFP-2024-COA-02-CTNA
Project Title: Multisector Plan for Aging Community Engagement, Analysis, and Facilitation

	Maximum Points Available	Via Mobility, LLC	RSG, Inc.	Impact Consulting	Transport NH
Technical					
Q1. Qualifications & Knowledge	100	85.00	90.00	80.00	92.50
Q2. Experience developing and implementing Community Engagement activities	100	86.25	86.25	80.00	90.00
Q3. Approach to Community Engagement	80	71.25	71.25	77.50	72.50
Q4. Experience conducting studies / analysis resulting in recommendations	120	103.75	96.25	100.00	96.25
Q5. Workplan	200	167.50	176.25	178.75	168.75
Q6. Working with Stakeholders / Collaboration and the Project Management Experience	100	68.75	80.00	87.50	81.25
Subtotal Technical	**700**	**582.50**	**600.00**	**603.75**	**601.25**
Should a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.					
Cost					
Vendor Budget Narrative	150	95.00	100.00	130.00	100.00
Vendor Cost	150	150.00	133.00	135.00	133.00
Subtotal Cost Proposal	**300**	**245.00**	**233.00**	**265.00**	**233.00**
TOTAL POINTS	**1000**	**827.50**	**833.00**	**868.75**	**834.25**

Reviewer Name	**Title**
1. Sunny Mulligan Shea	Commission Member, NH Department of Justice
2. Fred Butler	Public Transportation Administrator, NH Department of Transportation
3. Joanna Braley	Administrator, Self-Direction and Strategic Initiatives, BAAS, NH DHHS
4. Heather Smith	Grants & Resource Development Coordinator, NH Department of Military Services & Veterans Affairs
5. Bill Finn	Governor's Commission on Disability, Governor Appointee