



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4580 1-800-852-3345 Ext. 4580
FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

May 14, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

100% Federal

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to award a two-year grant totaling \$48,600.00 to the Tri-County Community Action Program, Inc., Berlin, NH, (Vendor #177195) to provide matching funds for the Tri-County Community Action Program's Federal Department of Transportation's Job Access Reverse Commute grant. This grant to be effective July 1, 2013, or date of Governor and Executive Council approval, whichever comes later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Table with 4 columns: State Fiscal Year, Class/Account, Class Title, Amount. Rows for 2014, 2015, and Total.

EXPLANATION

This requested action is to provide federal Temporary Assistance to Needy Families (TANF) funds to support the required matching funds for the Tri-County Community Action Program- North Country Transportation Federal Job Access Reverse Commute grant funding awarded by the NH Department of Transportation. It is an exceptional situation whereby federal Temporary Assistance to Needy Families funds can be used as "state match" for another federal program. As part of the NH Department of Transportation grant application process, Tri-County Community Action Program- North Country Transportation and the Division of

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Family Assistance review the grant project scope and funding requirements, including the Division of Family Assistance providing conditional support to provide matching TANF funds.

Tri-County Community Action Program- North Country Transportation competed at the national level for the Job Access Reverse Commute grant award and their funding proposal was selected to receive continued Department of Transportation funding to support their Job Access Reverse Commute initiatives. Job Access Reverse Commute grants assist states and localities in developing flexible transportation service that connects TANF recipients and other low-income persons to jobs and other employment-related services. Job Access Reverse Commute projects are targeted at developing new or expanded transportation services including vanpools, shuttles and new bus routes. The Job Access Reverse Commute program intends to establish and maintain a collaborative regional approach to job access challenges. All projects funded under this continuing program must be the result of a collaborative planning process that includes transportation providers, agencies administering Temporary Assistance to Needy Families funds, human service agencies, employers and metropolitan planning organizations.

Reliable transportation continues to be a necessity for individuals to successfully seek, obtain and maintain employment as they transition from welfare to work. In the northern New Hampshire region, transportation gaps and long travel times are particularly problematic. The Tri-County Community Action Program- North Country Transportation project funds Saturday hours for fixed route bus operations that connect geographically distanced low-income families to areas that contain a higher concentration of employment locations and popular shopping areas. These extended hours increase employment opportunities by providing workers with access to businesses that experience an increased need for service workers on Saturdays.

The Division of Family Assistance has provided the matching Temporary Assistance to Needy Families funds for the North Country Transportation's Job Access Reverse Commute grant since the initial award in 2006. North Country Transportation has again received funding through the federal Department of Transportation to continue its Job Access Reverse Commute initiative and has requested that DFA provide the required state match to the Job Access Reverse Commute funds. Failure to provide this match funding to Tri-County Community Action Program will result in insufficient match dollars for the grant awarded by Department of Transportation and will also result in North Country Transportation not being able to provide the services the grant dollars were awarded for.

The population to be served will include individuals currently receiving Temporary Assistance to Needy Families financial assistance, former Temporary Assistance to Needy Families clients now employed, and low-income individuals who are at-risk of qualifying for Temporary Assistance to Needy Families, and other low-income individuals who are working or seeking work. Over 16,000 rides in the greater Lancaster, Whitefield and Littleton areas were provided in SFY 11.

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Area Serviced: Towns of Milan, Gorham, Littleton, Whitefield, Lancaster, Lisbon and the City of Berlin.

Source of Funds: 100% Federal Funds.

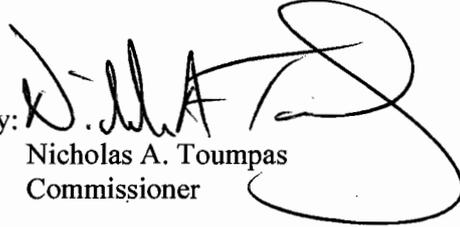
In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith, Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner

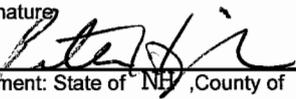
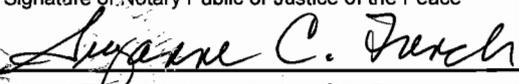
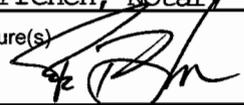
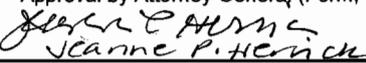
Subject: Tri-County CAP (Transit)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Division of Family Assistance Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857		
1.3 Grantee Name Tri-County CAP	1.4 Grantee Address 31 Pleasant St., Suite 100 Berlin, NH 03570		
1.5 Effective Date July 1, 2013	1.6 Completion Date June 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$48,600.00
1.9 Grant Officer for State Agency Eric D. Borrin	1.10 State Agency Telephone Number 603-271-9558		
1.11 Grantee Signature 	1.12 Name & Title of Grantee Signor <u>Peter Higbee, Chief Operations Officer</u>		
1.13 Acknowledgment: State of <u>NH</u> , County of <u>COOS</u> On <u>5-9-2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Suzanne C. French, Notary</u>			
1.14 State Agency Signature(s) 	1.15 Name/Title of State Agency Signor(s) Terry R. Smith, Director Division of Family Assistance		
1.16 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>27 May 2013</u>			
1.17 Approval by the Governor and Council By: _____ On: _____			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in Block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of , and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the grantee the grant Amount. The State shall withhold from the amount otherwise payable to the grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. between the Effective date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. between the Effective Date and the Completion Date the grantee shall grant to the State, or an person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for an other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective date all data on 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 reasons, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1. failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2. failure to submit any report required hereunder; or
 - 11.1.3. failure to maintain, or permit access to , the records required hereunder; or
 - 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any event of Default, the State may take one, or more, or all, of the following actions:
 - 11.2.1. give the grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2. give the grantee a written notice specifying the Event of default and suspending all payments to be made under this Agreement and ordering that the portion of the grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and,
 - 11.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State o, except where notice default has been give to the Grantee hereunder, the Grantee, any terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member or employee of the grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the grantee are in all respects independent contractors, and are neither agents nor an employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project Work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts of not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

DATE: May 7, 2013

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Tri-County CAP

ADDRESS: 31 Pleasant St., Suite 100
Berlin, NH 03570

TELEPHONE: (603) 752-1741

Court Appointed Special Trustee: Todd C. Fahey, Esq.

I. GENERAL TERMS AND CONDITIONS OF CONTRACT

- A. The contractor shall continue the Job Access/Reverse Commute transit program in accordance with the "Area-Wide Jobs Access and Reverse Commute Transportation Plan" prepared by the Tri-County CAP. Services shall include those so described in the Contractor's Public Transportation Grant Application for State Fiscal Years 2014-2015, submitted to the New Hampshire Department of Transportation in February, 2013 and subsequently approved for funding by Department of Transportation on April 17, 2013. The Contractor's Public Transportation Grant Application for State Fiscal Years 2014-2015 is hereby incorporated into this agreement as Exhibit A-1.
- C. The proposed project will provide continued transit services to low-income individuals eligible for Financial Assistance to Needy Families living and working in the Lancaster, Whitefield, and Littleton regions. The Tri-County CAP will work with the Division of Family Assistance in assessing the impact on client employment and access to childcare in the project area.

II. REPORTING REQUIREMENTS

- A. The Contractor will provide quarterly and end-of-year reports to the Division of Family Assistance Contracts Administrator that include:
1. Passenger Service by:
 - a. The number of individuals served; and
 - b. Type of Service provided.

2. Efforts made by the Tri-County CAP to coordinate transportation services.
 3. Income and Expense report.
- B. All reports shall include quarterly and state fiscal year-to-date data.
- C. All reports shall be submitted within 30 days of the end of the reporting quarter.

EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: Tri-County CAP Transit System

Contract Period: July 1, 2013 through June 30, 2015

I. Funding of Contract

- A. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount of \$48,600.00.
- B. Unless amended, the total Grant payment made by the Division of Family Assistance under this agreement shall not exceed the sum of \$24,300.00 from July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014 and \$24,300.00 from July 1, 2014 through June 30, 2015.
- C. Contractor Payments will be made quarterly only upon receipt of reports, as described in Exhibit A, Scope of Services, Section II Reporting Requirements.
- D. Payments for each quarter will be made in equal amounts in each quarter
 - \$6,075.00 on July 1, 2013
 - \$6,075.00 on October 1, 2013
 - \$6,075.00 on January 1, 2014
 - \$6,075.00 on April 1, 2014

 - \$6,075.00 on July 1, 2014
 - \$6,075.00 on October 1, 2014
 - \$6,075.00 on January 1, 2015
 - \$6,075.00 on April 2, 2015
- E. Invoices shall be submitted to DFA within thirty (30) working days following the end of the quarter during which the grant funds were utilized.
- F. Invoices and reports shall be sent to:

Financial Manager
NH Division of Family Assistance
Department of Health & Human Services
129 Pleasant St., Brown Building
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a 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.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD 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 GRANTEES 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 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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 paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

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

Tri-County Community Action Program, Inc. From: 7/1/2013 To: 6-30-2015
 (Contractor Name) (Period Covered by this Certification)

Peter Higbee, Chief Operations Officer
 (Name & Title of Authorized Contractor Representative)

 5/9/2013
 (Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor 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):

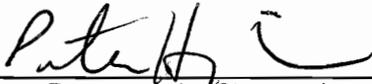
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 7-1-2013 through 6-30-2015

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-I.)
- (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.



(Contractor Representative Signature)

Peter Higbee, Chief Operations Officer

(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.

(Contractor Name)

5-9-2013

(Date)

Contractor Initials: P.G.H.

Date: 5.9.13

NH Department of Health and Human Services

STANDARD 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 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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	Peter Higbee, Chief Operations Officer
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
Tri-County Community Action Program, Inc.	5-9-2013
_____ (Contractor Name)	_____ (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Peter Higbee, Chief Operations Officer

(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.

(Contractor Name)

May 9, 2013

(Date)

NH Department of Health and Human Services

STANDARD 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 Representative Signature)

Peter Higbee, Chief Operations Officer

(Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc.

(Contractor Name)

May 9, 2013

(Date)

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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.

(2) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS - DIV. FAMILY ASSISTANCE Tri-County Community Action Program, Inc.
The State Agency Name Name of the Contractor

 
Signature of Authorized Representative Signature of Authorized Representative

TERRY R. SMITH Peter Higbee
Name of Authorized Representative Name of Authorized Representative

DIRECTOR - DFA Chief Operations Officer
Title of Authorized Representative Title of Authorized Representative

5/15/13 5-9-2013
Date Date

NH Department of Health and Human Services

STANDARD 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

Peter Higbee Peter Higbee, Chief Operations Officer

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Tri-County Community Action Program, Inc. 5-9-2013

(Contractor Name) (Date)

Contractor initials: P.G.H.
Date: 5-9-13
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD 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: 073975708

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: _____

Contractor initials: P.G.H.
Date: 5-9-13
Page # 2 of Page # 2

New Hampshire Department of Transportation
PUBLIC TRANSPORTATION GRANT APPLICATION FOR STATE FY 2014
AGENCY SUMMARY INFORMATION

(Complete one summary regardless of how many project applications you submit)

1. **AGENCY INFORMATION**

- a. **Legal Name of Applicant Agency:** Tri County Community Action Program Inc.
- b. **Address:** 30 Exchange St. Berlin, NH 03570
- c. **Telephone/Fax/E mail:** 603-752-1741 603-752-2117 braymond@tccap.org
- d. **Name and Title of Project Director:** Beverly Raymond, Transportation Director
- e. **Agency Type (private nonprofit, local government, etc.):** Private Non-profit

2. **MANAGEMENT AND EXPERIENCE**

a. **What experience does your agency have with passenger transportation services?**

Tri-County Community Action Program, Inc. has provided transportation to the elderly and disabled for over 30 years and public transportation for over 15 years. All staff working for TCCAP's transportation division receives training appropriate to their positions. For example, administrative staff receives training in cost allocation, drug and alcohol reasonable suspicion, ADA requirements and in many other areas related to transit management. Every opportunity to obtain training through the NHDOT, NTI, and other resources is taken. The Director is an instructor for Passenger Assistance as well as Emergency Evacuation. Program growth has been experienced under the current management and is reflected within this application. TCCAP's transportation program has also been successful in implementing technology advances with the purchase and operations of RouteMatch software.

b. **Who are the project staff that will administer this grant? Describe their experience managing FTA grants, other Federal grants, and state funds.**

Tri County Community Action Program is currently undergoing a restructuring. At present TCCAP is seeking a Chief Financial Officer which will work with the Transportation Director to administer this grant. If the grant is awarded and administration is require before a new CFO is hired the appointed Trustee will administer the grant with the Transportation Director. When a new CFO is hired, he/she and the Transportation Director will report to the Trustee and a newly appointed Board of Directors. TCCAP has been in operations well over 30 years and working with the Trustee to restructure the agency plans to successfully operate many human service orientated federal and state funded programs.

3. **CIVIL RIGHTS INFORMATION**

a. **List minority population in the service area**

	Coos-	Grafton	Carroll
Black Persons -----	.05%	1%	1.3%
American Indian and Alaskan Native -----	.04%	.04%	0.3%
Asian Persons -----	.06%	3.0%	2.3%
Native Hawaiian and other Pacific Islander ---	0	0	0
Persons reporting two or more races -----	1.4%	1.7%	1.5%
Persons of Hispanic or Latino Origin -----	1.3%	1.9%	2.9%

b. **Describe any active lawsuits or complaints alleging discrimination on the basis of race, color, or national origin with respect to transportation service**
There are no active lawsuits or complaints alleging discrimination.

c. **Describe civil rights compliance review activities of your agency that have been conducted in the past three years.**
There have been no civil rights compliance review activities.

d. **Describe your agency's Title VI (Civil Rights) notification process and complaint tracking procedure. Please see attached**

4. **LABOR INFORMATION**

Provide a list of all transit providers (public and private) in the service area and indicate those with labor unions

Northern Human Services, Gibson Senior Center, Carroll County Retired & Senior Volunteer Programs (RSVP), Neighbors Helping Neighbors, Sandwich Caregivers, Tamworth Caregivers, White Mountain Transit, Fast Taxi, Harris Taxi, Turtle Taxi, Wolfeboro Caregivers, Concord Coachlines (labor union), Dave's Taxi (no labor union).

5. **TRAINING**

Provide a brief summary of your agency's training program for transportation staff and the current status of training activities.

CAP transportation staff receives training in Passenger Assistance Techniques, Emergency Evacuation, and Defensive Driving upon hire and are required to take refresher courses every three years. Quarterly drivers meetings are held. At some of these meeting trainings such as Bloodborne Pathogens, Communication, Ergonomics, Handling Difficult Passengers, Personal Protective Equipment, Fire Safety, etc. are given. The Transportation Director is a trainer for Passenger Assistance, Emergency Evacuation, and their refresher courses.

Staff training summary attached

6. SAFETY

Provide a brief summary of your agency's safety plan for your transportation program.

New employees receive a copy of the CAP transportation safety plan upon hire; and are required to read and sign yearly. The plan includes information on vehicle pre-trip, vehicle safety, blood borne pathogens, firearms, facilities, training requirements, accident and incident reporting, first aid, substance abuse, emergency evacuation and response plan, worker's compensation, accident investigation, and disciplinary action. There is also a lending library of information for reference or training purposes, and a safety suggestion form which TCCAP direct service providers utilize to communicate recommendations for improved safety measures.

In addition to staff recommendations, best practice methods are continuously incorporated to ensure safety. A System Security and Emergency Preparedness Plan (SSEPP) has been developed.

7. AGENCY SERVICE LEVEL INFORMATION

Provide the following information for all services your agency provides (not just this project)

Agency-wide Information	SFY 12 (actual)	SFY 13 (budgeted)	SFY 14 (projected)	SFY 15 (projected)
	(July 2011-June 2012)	(July 2012-June 2013)	(July 2013-June 2014)	(July 2014-June 2015)
Revenue Vehicle Hours	42,808	43,000	43,000	43,000
Revenue Vehicle Miles	381,163	450,000	450,000	450,000
Passenger Trips	52,968	55,000	57,000	58,000

Revenue Hours and Miles: total for all vehicles used in the agency's passenger transportation programs

Passenger Trips: total of one-way trips (individual passenger boardings) for all agency programs

Total # of agency vehicles: 18

END OF SUMMARY SECTION

PROJECT INFORMATION

Complete one project section for each funding source you are requesting operating assistance from.

1. OPERATING FUNDING SOURCE (select one only)

- Section 5311: Nonurbanized Area Formula Program
- Section 5316: Job Access & Reverse Commute
- Section 5317: New Freedom Program

Operating Request ✓ appropriate space below	
Continue Existing	
Fixed-route service	X
Demand response service	X
Service (other) LRH	X
Expansion of Service	
New service area or route	
Additional hours of service	
Additional frequency	
Other	
New	
New Transit System	

2. PROJECT DESCRIPTION

Answers to these questions if provided separately are limited to no more than 3 pages total (8 ½ x 11).

a. Provide a detailed description of this project.

The Berlin/Gorham route system operates from 7:00a.m. to 4:45p.m., Monday through Friday and Saturday from 9:00 a.m. to 4:45 p.m. It accommodates the general public with transportation to appointments, employment, shopping, and socialization. The system deviates from the advertised route ¼ mile to accommodate people. This system also operates Demand Response buses providing demand response service throughout the Coos County region Monday through Friday from 8:00 am to 4:00 p.m. The Tri Town bus operates Monday through Friday, 6:00 am to 5:00 pm and the LRH vehicle operates from 7:00 am to 5:30 pm. The combination of these services has proven to be the best way to meet ridership demands. Rides are combined and transfers are made whenever possible for productivity and efficiency. Rider ship has continued to grow since the program’s inception approximately 13 years ago. TCCAP’s transportation division made changes to the “Fixed Route” system to reflect the ADA guidelines of maximum amount of assigned stops. This has led to more flexibility for deviations.

b. What is the need for this service? How did your agency identify the need?

Although the Berlin/Gorham areas are rural the people living in them are in need of transportation to get to appointments, employment, shopping, etc. The transportation we provide is essential to many of these individuals especially the low income and elderly. There is no other human service wheelchair accessible public transportation service in the area. Although TCCAP also receives funding from the Bureau of Elderly and Adult services the funding we receive is not enough to allow us to operate after 4:00 pm and on Saturday's when many elderly and disabled individuals also need transportation. The public transit service we offer utilizing the Berlin-Gorham Trolley, Tri Town Bus and the open door policy of the Demand Response buses allows us to meet some of those needs.

The area has also experienced industry loss making affordable transportation an asset to many to help stretch their dollar. (TCCAP now employs several former mill employees as drivers on a part time basis.) The community is working vigorously on economic development to bring in tourism and industry. To help make this achievable, transportation cannot be thought of as just a convenience, but as vital to attracting industry to help revive a failing economy. Public transportation is an asset to help meet this goal. The ongoing cost of fuel oil and gasoline varying month to month are making public transportation a viable and recognizable way for people to get around their community cost effectively.

TCCAP is also an important part of the community by its ability to work and coordinate with other organizations and service groups. TCCAP has provided service to adult day care clients, Visiting Nurses to get them to client's homes, students to the local community colleges, and community projects and events such as the "Riverfire Festival". TCCAP provided public transportation for this festival by picking up people from parking lots around the community and transporting them to a central location where the festival was being held.

c. If you receive this grant, how will your community benefit?

These services will provide many residents and visitors of the community the opportunity to get to appointments, shopping, employment, youth activities, child care, and social/recreational engagements. Community transportation has, to some degree become the backbone of the community for many. The ability to get to places for activities or engagements is what keeps the community and its residents, vital and working. For example, a Retired Senior Volunteer may ride one of the Flex Routes to volunteer at the food pantry helping hand out food to individuals or families in need. Those families will ride the system to get their food at the food pantry. Many times the same family uses the system to get to child care and then a job or maybe a class at the local community college. Without these services these opportunities may not be able to be accessed otherwise.

d. How will you know if the project is successful?

TCCAP's transportation program annually surveys passengers fielding questions such as why they use the service, the quality of the service, and their experience with the service and the staff. We also take part in resource meetings with community partners and residents, and receive feedback and suggestions. TCCAP also tracks ridership from year to year and accesses if changes are needed to the services.

e. How does this project improve your agency's efficiency or effectiveness?

TCCAP's transportation service is utilized by many of the other programs administered under CAP's umbrella. Through education, cooperation, and coordination those other programs use the transportation service to get their clients to services they need, which many times are again other CAP programs. Our transportation service is affordable to their clients and many programs have federal dollars or other funding to cover the cost of the transportation. For example, CAP has a shelter for the homeless. The program purchases our Tri Town passes to get their clients to employment interviews, etc., the Alzheimer's Day Care uses our services to get clients to day care and we bill for the service through a federal program. Other programs administered by CAP that use NCT are Sr. Meals, The Food Pantry, Drug and Alcohol programs, weatherization and fuel assistance, to mention only a few. Without the transportation service many of the people needing the other services would not be able to get to them. Working together TCCAP's programs provide help and assistance to the majority of those in need in our service areas by combining services.

f. Is the project described in an agency or local plan? Please explain.

The service being provided is within a human service agency. As described in the previous question the programs under TCCAP are expected to work with each other to meet human service needs.

Public transit service operates in several local communities. The communities do provide local financial support to help with operating costs. The communities call upon TCCAP when small public transit service is needed for events such as the parades and holiday events.

TCCAP's Transportation Director is also a member of their Regional Planning Committee's Steering and Transportation Committee and Chair's the TAC. This ensures transit is included with Region 1 and Region 2 plans. TCCAP's Transportation Director worked with NCC on the first Regional Coordinated Transit plan and has been instrumental in the public meetings to gather updated information for the revised plan.

g. Explain your agency's commitment to continue this project beyond the availability of the requested grant resources.

TCCAP has put many years into growing and promoting the use of the public transit service within the Coos and Northern Grafton area. The commitment of the years and relationships built within the towns and with the county to support the systems can be recognized in the revenues portion of the financial section of this application. The effort put forth to enhance the services to the community by coordinating with other

providers for cost efficiency has been a commitment and undertaking TCCAP has been working on for several years. I think these efforts prove the agency's commitment to continue these services.

h. Describe your efforts to leverage funds from other sources to support this project.

TCCAP works with the towns, counties, private organizations and businesses, and other federal and state funding sources to leverage funds. The Executive Director and the Transportation Director continuously work at the local, county, state, and federal level to insure that federal and state resources are sustained. TCCAP Transportation Director currently works with other sources for funding such as TANF, Employment Services, Medicaid, and other health and human service programs. The Director and staff stay on top of and apply for upcoming grants from any foundations relating to transportation funding, fundraising is held to raise matching funds and also is a viable means of marketing to increase ridership thus increasing fares. Presentations to clubs such as the Rotary, Kiwanis, Eagles, businesses, local hospitals and the general public are held to educate people on the cost of public transportation and the need for funds for leverage.

i. Describe how this project relates to other services operated by your organization, or other projects proposed for funding in your area.

The information given in question **e. How does this project improve your agency's efficiency or effectiveness?** relates to a portion of this question regarding how the project relates to other services operated by your organization. There is an exception and that being TCCAP's funding received from the Bureau of Elderly and Adults Title 111B funding for transportation for those 60 and older. After learning about the benefits to the clients/customers, agency and funders that could be derived by combining public, elderly, and disabled transportation, the Executive Director of TCCAP supported having all services operated under the same program to be more productive. Being the only service in the area providing public transportation we needed to provide as much service as possible for those in need while doing it as efficiently as possible. It has proven to be a positive move. It has enabled more coordination of passenger trips to take place and it also made obvious the personal benefits to individuals riding the system. We have heard and observed older people who truly enjoy riding with the various ages. Many elderly clients ride only public transportation because of the socialization. It has been suggested that the elderly "need a shopping day with exclusive service to them". After advertising this suggestion and having a day set aside for this service through our Title 111B program, we had no takers, yet those riding the Berlin/Gorham flex route continued to ride to the grocery store. One of the goals of Northern Human Services is to integrate people. TCCAP is also doing its best to integrate by coordinating and combining services quite successfully.

3. PROJECT SERVICE LEVEL INFORMATION

Provide the service level information for the proposed funding. *Insert additional tables if needed.*
 Passenger Trips: total of one-way trips (individual passenger boardings).

	SFY 12 (actual)	SFY 13 (budgeted)	SFY 14 (projected)	SFY 15 (projected)
Insert Route Name below	(July 2011-June 2012)	(July 2012-June 2013)	(July 2013-June 2014)	(July 2014-June 2015)
Berlin/Gorham Flex Route				
Revenue Vehicle Hours	2,952	3,025	3,100	3,100
Revenue Vehicle Miles	34,381	36,150	36,175	36,175
Passenger Trips	11,810	13,000	13,000	13,250

Insert Route Name below				
Tri Town Bus				
Revenue Vehicle Hours	3,216	3,250	3,250	3,250
Revenue Vehicle Miles	67,451	68,000	68,000	68,000
Passenger Trips	12,364	13,000	13,000	13,125

Insert Route Name below				
LRH Care-a-van				
Revenue Vehicle Hours	2,557	2,600	2,600	2,600
Revenue Vehicle Miles	28,031	29,000	29,500	30,000
Passenger Trips	3,177	3,500	3,650	3,700

Insert Route Name below				
Freedom Express				
Revenue Vehicle Hours	10,246	10,500	10,500	10,500
Revenue Vehicle Miles	63,146	64,000	64,000	64,150
Passenger Trips	3980	4,200	4,300	4,400

How were your service level estimates developed?

Based on past performance, trips and average revenue miles and hours per year per vehicle.

4. **FINANCIAL INFORMATION (OPERATING GRANTS)**

- This is a summary of "Attachment A" that provides a detailed chart of accounts.
- Data entered below **must** agree with amounts submitted via "Attachment A" spreadsheet.

SUMMARY

Category	B/G Trolley, Freedom Express, LRH	SFY 2012 Actual Amt	SFY 2013 Budgeted Amt	SFY 2014 Projected Amt	SFY 2015 Projected Amt
Administration	Budget Amount (Total amt)	105951.83	136610.85	105,193.67	107,260.51
	Grant Request (Federal amt)	84761.46	109288.68	84,154.94	85,808.41
	Minimum 20% Match Required	21190.37	2733.17	21,038.73	21,452.10
Capital	Budget Amount (Total amt)	20779.21	50881.17	35,322.33	37,011.49
(Preventive	Grant Request (Federal amt)	16623.36	40704.93	28,257.86	29,609.19
Maintenance)	Minimum 20% Match Required	4155.85	10176.24	7,064.47	7,402.30
Capital (ADA	Budget Amount (Total amt)				
paratransit)	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Operating	Budget Amount (Total amt)	206201.13	219093.70	238,416.77	246,215.92
	Budget Amount (Net, less fare revenue)	192674.58	196593.70	222,416.77	230,215.92
	Grant Request (Federal amt)	96337.29	98296.85	111,208.39	115,107.96
	Minimum 50% Match Required	96337.29	98296.85	111,208.39	115,107.96
Mobility Mgt	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Revenue/Match	Budget Amount				
TOTAL	Budget Amount (Total amt)	319405.62	384085.72	362,932.77	339,354.37
	Grant Request (Federal amt)	197722.11	248290.46	223,621.19	205,995.79
	Minimum Match Required	121683.51	135795.26	139,311.59	133,358.59

a. **Describe any eligibility limitations on passengers for the proposed service.**

There are no eligibility limitations.

b. **Describe any trip purpose limitations or priorities on services that you are requesting operating funds for.** None

c. Please list the number of employees to be paid, in whole or in part, with federal funds in the following categories:

- Administration: 4
- Operations: 18
- Maintenance: 2
- Mobility Mgt: _____
- Other (explain): _____

5. COORDINATION

a. Identify which regional Coordinated Public Transit-Human Services Transportation Plan(s) this project is included in. *(Required for 5310, 5316 & 5317 applications)*

Plan Creator (ex: Planning Commission)	Date Adopted	Page Project Derived From
North Country Council Planning Region	8/26/2009	23

b. How does this project meet the needs and strategies addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan(s) referenced above?

The Coos and Northern Grafton Counties demand response service accommodates coordination with other providers in the area by allowing for clients of social service agencies, and the general public, to ride the service together. This eliminates unnecessary trips by private van or bus to the various locations throughout the service area. This is most effective by having the dispatcher take the call for the trip and scheduling it in the most effective, cost efficient way by choosing the vehicle that can do the call while it is in the area of the trip request. Trips are also scheduled by using elderly and disabled vehicles located within a service area to bring people to the flex routes operated in Berlin/Gorham and Lancaster, Whitefield and Littleton. Each route completes four round trips per day. By scheduling and utilizing the vehicles more efficiently, educating passengers that call in utilizing the 30 minute windows that NCT allows for picking up and dropping off customers, service has been more productive and cost effective. The Transportation Director and Operations Manager have also gone to great lengths to work with other agencies to provide for their clients/customers needs and to encourage coordination. If nothing else, TCCAP does understand what other agencies have to offer and can make referrals to riders if TCCAP is unable to meet the need. For example: under our BEAS funding we will refer a veteran over 60 needing transportation to White River Jct. for a medical appointment to the Veteran Association or the (DAV Van).

c. List agencies with which you have coordination agreements, and indicate the type of coordination activity: (Check all that apply and list partner agencies for each).

<u> X </u>	1. RCC Membership (RCC Name & #)	Region 1 & 2
<u> X </u>	2. Purchasing of vehicle parts	Other Cap Programs
<u> X </u>	3. Maintenance services	Other CAP Programs
<u> X </u>	4. Marketing, grant writing or fundraising	LRH, Other CAP Prog., United Way
<u> X </u>	5. Dispatching or scheduling of trips	LRH, Other CAP Programs
<u> X </u>	6. Purchase of vehicle insurance	Other CAP Programs
<u> X </u>	7. Fuel purchasing	Other CAP Prgrams
<u> X </u>	8. Training of drivers or other staff	CAP drivers, NHDOT/RTAP, DHHS
<u> X </u>	9. Financial management or billing	Other CAP Programs
<u> X </u>	10. Sharing of vehicles with other agencies	Still, no success in this area
<u> </u>	11. Other (list)	

6. SUPPLEMENTAL INFORMATION

Provide any additional information that may help explain your project or elaborate on previous answers, up to one page per project.

- CAP's transportations maintenance facility has done some maintenance for Northern Human Services in the past and has the capability to continue to do some. If services are provided by different agencies then it would be beneficial to coordinate not only maintenance but also the purchase of vehicle parts and supplies (wiper blades, window washer, oil, etc.) CAP has the storage capacity to stock these items. If they are purchased together it should save on the price of the part/supplies as well as shipping and handling. *Community Service Center (Berlin), Vershire Center (Colebrook), New Horizons (Redstone), Gibson Sr. Center (N. Conway), and Littleton Sr. Center have used CAP's maintenance facility and mechanic for lift and some vehicle repairs as well as consultation regarding vehicle problems in the past. If no repairs are necessary on vehicles located at outside sites, CAP holds driver meetings quarterly and supplies can be transported to the different areas the other agencies are located.
- With the recent restructuring of CAP the Drug and Alcohol program under the agencies umbrella recently got rid of two vans that they had use for some of their transports of clients. The use of the service by their clients has enabled savings by shared insurance costs. DHHS/Access To Recovery is contracted with CAP for transportation services for their clients to attend recovery programs.
- Tri-County CAP, Inc. homeless shelters, fuel assistance, elderly and disabled consumers and dental clients are referred to CAP's transportation program for rides to those services.
- CAP's transportation division works with anyone who is willing to coordinate, schedule and dispatch trips with them. We have had great luck with the American Cancer Society and have worked effortlessly toward doing more of this with other agencies. Without assistance

from funding sources to strongly encourage this and without the education necessary for agencies to understand how this concept works it has been extremely difficult. The transportation division has the technology and experience capable to make some coordination happen but does not have the capability to impose its implementation.

- The Littleton/Lancaster Corridor project shares grant writing and marketing of services for the project. Some of the agencies involved are Littleton Regional Hospital, Granite State Independent Living, Weeks Hospital, United Way, the Boys and Girls club, and various others.
- TCCAP transportation division partners with other TCCAP programs to fundraise, for example in the past we have worked with; CAP's volunteer programs to put on a golf tournament, we partner with other organizations to hold job and wellness fairs and to market services, examples: Littleton and Berlin Job fairs, Androscoggin Valley Hospital and Lancaster Wellness fairs.
- Medicaid transportation is verified and billed in cooperation and coordination with the State of New Hampshire's, Dept. of Human Services. The transit division of CAP has an outstanding relationship with DHHS for local and if necessary long distance medical transportation.
- CAP works with the New Hampshire Employment Security offices to provide rides to TANF recipients to jobs, training, and educational programs.
- TCCAP works with Littleton Regional Hospital (LRH) to provide transportation to the patients of the Doctor's affiliated with LRH and has expanded hours to accommodate the increase in trip requests.
- TCCAP holds Passenger Assistance Training (PAT), PAT refresher trainings and Emergency Evacuation Training that is open to all agencies in the North Country area. CAP facilities are available and large enough to accommodate the trainings, has vehicles and other training devices on site for training purposes, and are centrally located in two locations (Berlin and Tamworth) for North Country agencies in need of the trainings. The Safety Council offers Defensive Driving Classes that are attended by CAP transportation division staff. TCCAP also works with NHDOT RTAP program on having trainer liability go through the CAP agency.

7. **ATTACHMENTS CHECKLIST** (please attach the following documents in order as listed)

Application requires:

	Label	Description
X	A	Attachment "A", for chart account details to support financial summary
N/A	B	Letters of commitment of matching funds
N/A	C	In-kind match valuation methodology (if in-kind match is used)
X	D	Public Notice of grant application (note: operating assistance requests must provide an opportunity for public hearing)
X	E	List of Board of Directors with affiliations if any
N/A	F	Public transit operator certification which shall indicate that the public transit operator in the project area, if one exists, is unable to provide the service proposed under this application
X	G	Bus Schedule and fare information (if applicant is public transit operator)
X	H	Service Area map with transit routes and population density for project area(s). Map may be obtained from regional planning agencies
On File	I	Vehicle inventory (unless already on file at NHDOT)
X	J	Section 5311 Public Transit Applicants only: Organizational chart or list that shows management & operations positions (less drivers) and the percentage breakdown of the programs that fund each position (see sample org chart provided)
N/A	K	Section 5316 & 5317 Applicants only: Letter of support from the RCC (Regional Coordinating Council) or RCCs that the proposed project will operate in.

8. **SIGNATURE**

I certify that to the best of my knowledge the information in this application is true and accurate and that this organization has the necessary fiscal, legal and managerial capability to implement and manage the project associated with this application.

(Must be signed by someone with authority to sign contracts on behalf of your organization.)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Agency: _____

4. **FINANCIAL INFORMATION (OPERATING GRANTS)**

- This is a summary of "Attachment A" that provides a detailed chart of accounts.
- Data entered below **must** agree with amounts submitted via "Attachment A" spreadsheet.

SUMMARY

Category	Tri Town Bus	SFY 2012 Actual Amt	SFY 2013 Budgeted Amt	SFY 2014 Projected Amt	SFY 2015 Projected Amt
Administration	Budget Amount (Total amt)	30596.32	26850.71	22,994.62	23,392.38
	Grant Request (Federal amt)	24477.06		18,395.70	18,713.90
	Minimum 20% Match Required	6119.26		4,598.92	4,678.48
Capital	Budget Amount (Total amt)	3803.82	15955.56	17,415.59	17,596.61
(Preventive	Grant Request (Federal amt)	3115.49	12764.44	13,932.47	14,077.29
Maintenance)	Minimum 20% Match Required	778.87	3191.12	3,483.12	3,519.32
Capital (ADA	Budget Amount (Total amt)				
paratransit)	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Operating	Budget Amount (Total amt)	87981.81	93618.22	88,891.70	91,280.82
	Budget Amount (Net, less fare revenue)	77211.66	83618.22	78,891.70	81,280.82
	Grant Request (Federal amt)	38603.85	41809.11	39,445.85	40,640.41
	Minimum 50% Match Required	38603.85	41809.11	39,445.85	40,640.41
Mobility Mgt	Budget Amount (Total amt)				
	Grant Request (Federal amt)				
	Minimum 20% Match Required				
Revenue/Match	Budget Amount				
TOTAL	Budget Amount (Total amt)	111611.80	126424.49	119,301.91	122,269.81
	Grant Request (Federal amt)	63082.88	68927.55	71,774.02	73,431.60
	Minimum Match Required	48528.92	57496.94	47,527.89	48,838.21

Attachment: A

**Section 5311 Rural Public Transit
Operating Budget - Financial Information**

AGENCY: **Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus**

A. ADMINISTRATION

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.04	Administrative Salaries & Wages	14,615.08	12,854.00	4,453.28	4,587.44
501.99	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation	264.85	440.44	187.04	192.67
502.09	Sick Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance				
502.99	Other Fringe Benefits	5,374.55	5,414.84	1,417.88	1,460.69
503.01	Management Services				
503.02	Advertising Services				
503.03	Professional & Technical Services	3,417.59	1,200.00	4,500.00	4,600.00
503.04	Temporary Services				
503.06	Custodial Services				
503.07	Security Services				
503.08	Office & Communications Equipment Repair				
503.10	Training				
503.99	Other Services			250.00	275.00
504.03	Inventory Purchases				
504.04	Office Supplies & Materials	716.17	1,400.00	1,000.00	1,000.00
504.05	Educational & First Aid Supplies				
504.99	Other Materials & Supplies	227.13	400.00	400.00	400.00
505.02	Telephone	1,545.11	575.00	1,500.00	1,500.00
505.99	Utilities - Other	1,152.58	0.00	2,000.00	2,000.00
506.01	Physical Damage Insurance			461.00	475.00
506.03	Liability & Property Insurance			3,935.00	3,975.00
506.04	Uninsured Settlements				
506.05	Provisions for Uninsured Settlements				
506.06	Recoveries of Settlements				
506.08	Other Corporate Insurance				
506.99	Other Insurance				
507.04	Licensing & Registration Fees				
507.99	Other Taxes				
509.01	Dues & Subscriptions				
509.02	Travel & Meetings	602.54	1,700.00	300.00	300.00
509.08	Advertising/Promotion Media		450.00	500.00	500.00
509.90	Mobility Management				
509.99	Other Misc. Expenses				
512.12	Other Administrative Facilities				
530.00	Contributed Services				
509.99	Indirect Costs	2,680.72	2,416.43	2,090.42	2,126.58
	Sub-Total	30,596.32	26,850.71	22,994.62	23,392.38
	Grant Amount Requested - Maximum 80%	24,477.05	14,354.00	18,395.69	18,713.90
	Minimum Match Amount Required	6,119.27	12,496.71	4,598.93	4,678.48

Attachment: A

**Section 5311 Rural Public Transit
Operating Budget - Financial Information**

AGENCY: Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

B. CAPITAL - PREVENTIVE MAINTENANCE

Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.05	Maintenance Wages & Salaries	2,636.36	2,240.16	4,405.44	4,538.04
501.99	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation	61.93	78.41	192.67	190.60
502.09	Sick Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance				
502.99	Other Fringe Benefits	296.38	1,086.48	1,134.24	1,168.28
503.05	Contract Maintenance Services	438.69	3,600.00	3,600.00	3,600.00
503.09	Building Repair & Maintenance				
503.10	Training				
504.01	Fuel & Lubricants Consumed		2,500.00	1,000.00	1,000.00
504.02	Tires & Tubes Consumed		2,500.00	4,000.00	4,000.00
504.03	Inventory Purchases			500.00	500.00
504.05	Educational and First Aid Supplies				
504.99	Other Materials & Supplies	165.65	2,500.00	1,000.00	1,000.00
530.00	Contributed Services				
509.99	Indirect Costs	204.81	1,450.51	1,583.24	1,599.69
	Sub-Total	3,803.82	15,955.56	17,415.59	17,596.61
	Grant Amount Requested - Maximum 80%		12,764.44	13,932.47	14,077.28
	Minimum Match Amount Required	3,803.82	3,191.12	3,483.12	3,519.33

Attachment: A

**Section 5311 Rural Public Transit
Operating Budget - Financial Information**

AGENCY: **Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus**

C. CAPITAL - ADA

Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.01	Operator's Salaries & Wages				
501.03	Dispatcher's Salaries & Wages				
501.99	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation				
502.09	Sick Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance				
502.99	Other Fringe Benefits				
503.05	Contract Maintenance Services				
503.10	Training				
504.01	Fuel & Lubricants Consumed				
504.02	Tires & Tubes Consumed				
504.03	Inventory Purchases				
504.05	Educational and First Aid Supplies				
504.99	Other Materials & Supplies				
505.02	Telephone				
507.04	Licensing & Registration Fees				
508.00	Purchased Transportation				
530.00	Contributed Services				
509.99	Indirect Costs				
	Sub-Total	0.00	0.00	0.00	0.00
	Grant Amount Requested - Maximum 80%				
	Minimum Match Amount Required	0.00	0.00	0.00	0.00

Attachment: A

**Section 5311 Rural Public Transit
Operating Budget - Financial Information**

AGENCY: Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

D. OPERATING Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

Obj. Code	Description	FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
501.01	Operator's Salaries & Wages	41,216.64	41,114.84	34,102.72	35,120.28
501.02	Other Salaries and Wages				
501.03	Dispatcher's Salaries & Wages				
501.05	Maintenance Wages & Salaries				
501.99	Other Salaries & Wages				
502.01	FICA				
502.02	Pension Plans				
502.03	Hospital, Medical, and Surgical Plans				
502.04	Dental Plans				
502.05	Life Insurance Plans				
502.06	Short-Term Disability Insurance Plans				
502.07	Unemployment Insurance				
502.08	Worker's Compensation	1,353.01	1,517.43	1,432.40	1,475.05
502.09	Sick Leave				
502.10	Holiday				
502.11	Vacation				
502.12	Other Paid Absence				
502.13	Uniform and Work Clothing Allowance		500.00	500.00	500.00
502.99	Other Fringe Benefits	4,713.31	7,975.20	3,751.52	3,863.23
503.04	Temporary Services				
503.05	Contract Maintenance Services				
503.09	Building Repair & Maintenance				
503.10	Training				
504.01	Fuel & Lubricants Consumed	30,702.27	28,000.00	39,000.00	40,000.00
504.02	Tires & Tubes Consumed				
504.03	Inventory Purchases				
504.05	Educational and First Aid Supplies				
504.99	Other Materials & Supplies			450.00	450.00
505.02	Telephone	533.17	800.00	800.00	800.00
508.00	Purchased Transportation				
509.03	Bridge, Tunnel, & Highway Tolls				
511.01	Long Term Debt Obligation				
511.02	Short Term Debt Obligation				
512.04	Passenger Revenue Vehicles				
512.05	Service/Supervisory Vehicles				
512.06	Operating Yards or Stations				
512.07	Maintenance Facilities	1,440.00	5,200.00	774.00	774.00
530.00	Contributed Services				
509.99	Indirect Costs	8,023.41	8,510.75	8,081.06	8,298.26
	Sub-Total	87,981.81	93,618.22	88,891.70	91,280.82
	Less projected Farebox Revenue	10,770.15	10,000.00	10,000.00	10,000.00
	Net Operating	77,211.66	83,618.22	78,891.70	81,280.82
	Grant Amount Requested - Maximum 50%	38,605.83	41,809.11	39,445.85	40,640.41
	Minimum Match Amount Required	38,605.83	41,809.11	39,445.85	40,640.41

* Total Budget	111,611.80	126,424.49	119,301.91	122,269.81
Total Grant Amount Requested	63,082.88	68,927.55	71,774.01	73,431.59

Attachment: A

**Section 5311 Rural Public Transit
Operating Budget - Financial Information**

AGENCY: **Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus**

F. SUMMARY

Tri County CAP Inc., Coos & Northern Grafton Counties/Tri Town Bus

Category		FY 2012 Actual Amount	FY 2013 Budgeted Amt	FY 2014 Projected Amt	FY 2015 Projected Amt
Admin	Budget Amount	30,596.32	26,850.71	22,994.62	23,392.38
	Grant Request	24,477.05	14,354.00	18,395.69	18,713.90
	Minimum Match Required	6,119.27	12,496.71	4,598.93	4,678.48
Capital PM	Budget Amount	3,803.82	15,955.56	17,415.59	17,596.61
	Grant Request	0.00	12,764.44	13,932.47	14,077.28
	Minimum Match Required	3,803.82	3,191.12	3,483.12	3,519.33
Capital ADA	Budget Amount	0.00	0.00	0.00	0.00
	Grant Request	0.00	0.00	0.00	0.00
	Minimum Match Required	0.00	0.00	0.00	0.00
Operating	Budget Amount	87,981.81	93,618.22	88,891.70	91,280.82
	Net Budget Amount	77,211.66	83,618.22	78,891.70	81,280.82
	Grant Request	38,605.83	41,809.11	39,445.85	40,640.41
	Minimum Match Required	38,605.83	41,809.11	39,445.85	40,640.41
Revenue	Budget Amount	0.00	0.00	0.00	0.00
In-Kind	Budget Amount	48,528.92	57,496.94	47,527.90	48,838.22
TOTAL	Budget Amount	111,611.80	126,424.49	119,301.91	122,269.81
	Grant Request	63,082.88	68,927.55	71,774.01	73,431.59
	Minimum Match Required	48,528.92	57,496.94	47,527.90	48,838.22
	In-Kind Match Available	0.00	0.00	0.00	0.00
	Cash Match Available	48,528.92	57,496.94	47,527.90	48,838.22
	Match Still Needed	0.00	0.00	0.00	0.00

(If match still needed is negative number you are overmatching and have adequate match identified)
 (If match still needed font is red & cell is yellow then you have NOT provided sufficient match for project)



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

To: Public Transit Providers
From: Shelley Winters
 Public Transportation Administrator
Subject: Funding for Public Transit in SFY 2014

Date: April 17, 2013

Due to the State's MAP-21 funding from FTA for the 5311 program (which includes consolidation with the Section 5316 program), less carryover funds from prior contracts, and higher utilization of intercity bus funds, we have less in public transit funding for SFY 2014 contracts than we contracted for in SFY 2013. To minimize additional cuts to existing public transit providers, the Department did not approve any service expansion or capital equipment requests and is implementing the following funding solution: 1) shifting funding for two routes (Connecticut River Transit's Hinsdale Route and Tri-County CAP's Tri-Town Route) to the FTA Section 5316 Job Access & Reverse Commute Program using anticipated carryover funds from current SFY 2013 contracts, and 2) shifting two mobility management-related positions within two agencies (Belknap-Merrimack CAP and Community Alliance for Human Services) to the FTA Section 5317 New Freedom program using anticipated carryover funds from current SFY 2013 contracts.

The combination of FTA Section 5311, 5316 and 5317 funds has allowed the Department to mitigate funding cuts to each system from 13.56% to 10.58%. Although we are disappointed that we could not identify additional funds to at least level-fund each system, we are grateful that we were able to close the gap a bit with anticipated carryover funding from sun setting FTA programs. Our office will be preparing contracts in the next few days that will be reflective of this overall funding decrease. Should your agency need to reduce service levels based on your new contract awards, we ask that you please send a written correspondence (letter or email) outlining the changes to your public transit system.

The following compares the funding breakdown for each Public Transit system in SFY 2013 and SFY 2014:

	SFY 2013 PUBLIC TRANSIT FUNDING				SFY 2014 PUBLIC TRANSIT			
	5311	ARRA	5316	SFY 13 Contract Amount	5311	5316	5317	SFY 14 Contract Amount
Advance Transit	\$ 1,558,385	\$ 31,862	\$ 162,876	\$ 1,753,123	\$ 1,567,643			\$ 1,567,643
B/M CAP - Concord Area Transit	\$ 461,409	\$ 15,764	\$ 159,977	\$ 637,150	\$ 548,826		\$ 20,914	\$ 569,740
B/M CAP - Winnepesaukee Transit	\$ 74,728	\$ 7,882		\$ 82,610	\$ 68,642		\$ 5,228	\$ 73,870
Community Alliance	\$ 244,653	\$ 7,882		\$ 252,535	\$ 217,217		\$ 8,600	\$ 225,817
VNA @ HCS	\$ 280,556	\$ 15,764		\$ 296,320	\$ 264,969			\$ 264,969
Tri-County CAP: North Country Transit	\$ 232,889	\$ 7,882		\$ 240,771	\$ 215,297			\$ 215,297
Tri-County CAP: Tri-Town Route			\$ 69,644	\$ 69,644	\$ 24,890	\$ 37,386		\$ 62,276
Tri-County CAP: Carroll County	\$ 163,837	\$ 7,882		\$ 171,719	\$ 153,551			\$ 153,551
Connecticut River Transit			\$ 18,592	\$ 18,592		\$ 16,625		\$ 16,625
	\$ 3,016,457	\$ 94,918	\$ 411,089	\$ 3,522,464	\$ 3,061,035	\$ 54,011	\$ 34,742	\$ 3,149,788

Please note the Department will continue to be as creative and flexible with Federal funding as possible, but at this time we anticipate SFY 2015 contract amounts to be the same as 2014 contract amounts and the forthcoming contracts will reflect that.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Todd Fahey, do hereby certify that:

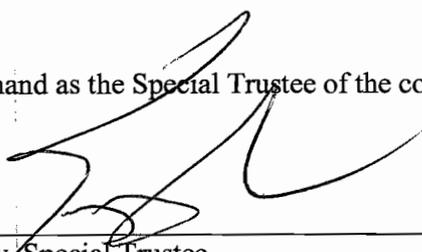
1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the powers of, the Tri-County CAP, Inc., Board of Directors;
2. The following are resolutions of the corporation, duly enacted on May 9, 2013:

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Transportation.

RESOLVED: That the Tri-County CAP COO is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. Peter Higbee is the Tri-County CAP COO.
4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 9, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 9th day of May, 2013.



Todd Fahey, Special Trustee

STATE OF NH
COUNTY OF COÖS

The foregoing instrument was acknowledged before me this 9th day of May, 2013, by Special Trustee Todd Fahey.



Notary Public/Justice of the Peace
My Commission Expires:

SUZANNE C. FRENCH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 13, 2013

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE OF CONFERENCE

**TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

A conference is scheduled as follows:

Date: January 15, 2013 6th Circuit-Probate Division-Concord-Courtroom
Time: 11:00 AM 163 North Main Street
1 Hour Concord, NH 03301

Matters to be considered:

STATUS CONFERENCE - PER ORDER OF 12/14/12

You have received this notice because you are an interested party to the case, an attorney of record, or have filed an appearance, motion or objection.

If you wish to reschedule or continue this conference, a motion to reschedule or continue must be filed with this court by December 24, 2012 for the judge's review and ruling. (You may use form NHJB-2128-P to file that motion.) Copies must be sent to all parties. This form may be obtained at www.courts.state.nh.us/probate, or from any NH Probate Division.

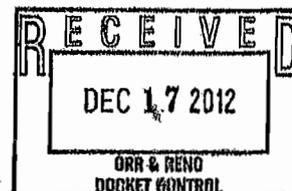
If you will need an interpreter or other accommodations for this conference, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a class B felony to carry a firearm or other deadly weapon as defined in RSA 625:11, V in a courtroom or area used by a court.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ;
Anthony I. Blenkinsop, ESQ



**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE OF DECISION

**TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

On December 14, 2012, Judge David D. King issued orders relative to:

Emergency (EX PARTE) Petition for the Appointment of a Special Trustee:

Enclosed please find the Order Issued 12/14/2012.

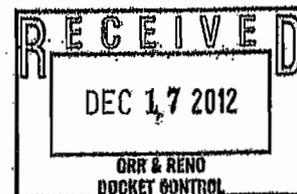
Also Enclosed Notice of Conference - for a Status Conference January 15, 2013 per Court Order of 12/14/12.

Any Motion for Reconsideration must be filed with this court by December 24, 2012. Any appeals to the Supreme Court must be filed by January 13, 2013.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Anthony I. Blenkinsop, ESQ; Tri-County Community Action Program Inc.;
Wayne T. Moynihan, ESQ



THE STATE OF NEW HAMPSHIRE
CIRCUIT COURT

COOS COUNTY

1ST CIRCUIT-PROBATE DIVISION

In re: TRI-COUNTY COMMUNITY ACTION PROGRAM INC.

CASE #314-2012-EQ-00288

ORDER

Before the court is an emergency (*ex parte*) request for hearing and petition for the immediate appointment of a special trustee to act in the stead of the board of trustees of Tri-County Community Action Program, Inc., a 501(c) (3) organization (Tri-County). The petition was filed with the court by the Office of Attorney General, Director of Charitable Trusts (the Director) via fax on December 13, 2012 and a copy was provided to Wayne T. Moynihan, Esq., counsel for Tri-County. Because of the nature of the relief requested, as well as the allegations contained in the petition, the request for immediate hearing was GRANTED. A hearing was scheduled and held on Friday morning, December 14, 2012 at the 6th Circuit Probate Division. The Director of Charitable Trusts, Anthony I. Blenkinsop, Esq. was present for the hearing with other members of his staff, including Terry M. Knowles, Assistant Director of Charitable Trusts. Attorney Moynihan, who has filed a general appearance on behalf of the Tri-County board of directors, appeared telephonically. Also present for the hearing was Todd C. Fahey, Esq., the proposed special trustee. Prior to the hearing, Attorney Moynihan filed a partial answer and notice of no objection to the appointment of a special trustee.

Having considered the allegations in the petition and the respective presentations made by the parties at the hearing, the court makes the following order:

1. While the petition has only been circulated by email and/or fax at this point, Attorney Moynihan has acknowledged receipt of service on behalf of Tri-County and, without objection, the court finds that service of process has been accomplished. The Director shall file the original petition with the 1st Circuit-Probate Division forthwith. Mr. Moynihan shall have thirty (30) days from the date of this order to file any responsive pleading to the petition on behalf of Tri-County.

2. Effective as of the date of this order, Todd C. Fahey, Esq. of Orr & Reno, P.A., Concord, New Hampshire, is appointed as a special trustee of Tri-County with all powers under the by-laws of Tri-County and the laws of the State of New Hampshire to act as the Board of Trustees for Tri-County. Without limiting the generality of the foregoing, the special trustee is granted all necessary power to operate the entity and its programs, conserve and/or expend charitable assets as appropriate and lawful, manage personnel matters including decisions regarding the hiring and/or termination of employment of personnel, recruit a new board of directors subject to approval of this court, review and analyze all records of the entity, determine appropriate levels of insurance coverage, ensure proper licensing, and file all appropriate and necessary reports and forms with Federal and State entities, including, but not limited to the IRS, Secretary of State, and the Charitable Trusts Unit.

3. Until further notice from this court, the power and authority of the current board of directors is suspended, but board members are not discharged of their duties.

4. Tri-County, through its suspended board of directors, executive staff, and employees, shall cooperate fully with the special trustee and shall retain all of its records, of any source or nature, including all electronic records of any kind, and shall make any and all records and financial information of Tri-County available to the special trustee, at his request, throughout the term of the special trustee's appointment. Should the special trustee not receive the cooperation of any such individuals he may file an appropriate motion with this court.

5. Within fourteen (14) days of this order, Tri-County shall provide the special trustee and the Director of Charitable Trusts with an accurate list of the names and addresses of its board members and officers for calendar year 2012, including members or officers who were new to the board, or left the board during this time.

6. The special trustee shall be responsible for determining, as a preliminary matter, whether Tri-County can be a viable non-profit entity moving forward, what is necessary to bring financial stability to the entity, and how best to ensure a continuity of services as are currently provided to its customers/service population.

7. The special trustee may charge a rate of up to \$275 per hour, to be billed on a monthly basis to Tri-County, to the attention of the chief executive officer or individual acting in such a capacity, with a copy to the Director of Charitable Trusts. The special trustee may also incur reasonable and necessary expenses necessary to his work as special trustee, which he may bill to Tri-County. Tri-County shall pay the special trustee's monthly bill within fifteen (15) days of receipt and shall immediately place in reserve \$7,500.00 for the purpose of satisfying any special trustee billing. Any party may request a hearing on the special trustee's bill(s), which the Court will

schedule at its discretion. The special trustee may also be permitted to withdraw upon motion to the Court if Tri-County shall fail to make payment as required herein.

8. The special trustee may retain the services of at least one additional professional individual to assist him with his work as a special trustee. Attorney Fahey has suggested that he might retain John Gilbert as a consultant. Mr. Gilbert's fees shall be discussed in the first Instance with the Director and the court shall be notified of the billing rate upon agreement; If an agreement cannot be reached, the issue shall be presented to the court. Billing and payment of this individual to be handled in accordance with the provisions of paragraph 7, above. Should the special trustee determine it necessary to retain additional individuals or entities to assist him in his work, including bankruptcy counsel, he shall file a motion requesting authority to take such action with the court.

9. Commencing January 15, 2013, the special trustee shall file quarterly reports with this court regarding his progress, and the status of resolving Tri-County's financial, governance, and compliance issues. Copies of these reports shall be provided to the Director of Charitable Trusts. The special trustee and the Director of Charitable Trusts may request periodic meetings with each other to discuss the progress of the special trustee and the special trustee may request a hearing before the court at his discretion to address any matters under his jurisdiction.

10. The Court, upon its own motion, or upon motion of the special trustee, or the Director of Charitable Trusts, may terminate the appointment of the special trustee when the issues set forth in the Petition have been satisfactorily addressed.

11. This order concerns the appointment of a special trustee. Nothing in this order shall limit the authority of the Office of the Attorney General to bring any other necessary enforcement action against Tri-County, its board, or its employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

12. A status conference is scheduled for 11:00 a.m. on Tuesday, January 15, 2013 in the 6th Circuit Probate Division in Concord. The special trustee, appropriate and authorized representatives of Tri-County, and the Director of Charitable Trusts, shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as may be necessary. A further order of the court may be issued following that hearing.

SO ORDERED.

Dated: December 14, 2012

2:00 p.m.



David D. King, Judge

Client#: 53575

TRICO2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/13

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 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: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett. PHONE (A/C, No, Ext): 603 225-6611. FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co., INSURER B: Memic Indemnity Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Workers Compensation
Workers Compensation States: NH

CERTIFICATE HOLDER: State of NH Department of Health & Human Services, 129 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: [Signature]

***TRI-COUNTY COMMUNITY
ACTION PROGRAM, INC.***

AUDITED FINANCIAL STATEMENTS

***FOR THE YEAR ENDED
JUNE 30, 2012***

INDEX TO FINANCIAL STATEMENTS

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INDEPENDENT AUDITOR'S REPORT

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

We have audited the accompanying statement of financial position of Tri-County Community Action Program, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

Except as discussed in the following paragraph, we conducted our audit 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 audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As more fully described in Note B, Tri-County Community Action Program, Inc. had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The effects on the financial statements of that departure from those accounting principles are not reasonably determinable.

In our opinion, except for the effects of such adjustments, if any, as might have been determined to be necessary had the opening balance of the net assets referred to in the preceding paragraph been susceptible to satisfactory audit tests, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note B to the financial statements, Tri-County Community Action Program, Inc. implemented the requirements of FASB ASC 958 and recorded the current year changes in net assets by class as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions.

The accompanying financial statements have been prepared assuming that the entity will continue as a going concern. For the year ended June 30, 2012, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions amounted to \$321,749. These factors, and others discussed in Note Q, indicate that the entity may be unable to continue in existence. The financial statements do not include any adjustments relating to the recoverability and classification of recorded assets or the amounts and classifications of liabilities that might be necessary in the event the entity cannot continue in existence.

The financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2011 were audited by other auditors whose report thereon, dated March 30, 2012 expressed an unqualified opinion. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note P to the financial statements that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements of Tri-County Community Action Program, Inc. other than in respect of the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued our report dated March 28, 2013, on our consideration of Tri-County Community Action Program, Inc.'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 and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Expenses on pages 21 and 22 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.

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2012

ASSETS	
CURRENT ASSETS	
Restricted Deposit Account - Guardianship	\$ 255,759
Accounts Receivable, Net	626,033
Inventories	99,759
Total Current Assets	<u>981,551</u>
PROPERTY AND EQUIPMENT	
Plant and Equipment	10,260,796
Less: Accumulated Depreciation	<u>(3,410,650)</u>
Net Property and Equipment	<u>6,850,146</u>
OTHER ASSETS	
Restricted Cash - Debt Service	186,516
Other Assets	46,174
Total Other Assets	<u>232,690</u>
TOTAL ASSETS	<u>\$ 8,064,387</u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Current Portion of Long-Term Debt	\$ 3,337,972
Current Portion of Lease Payable	30,067
Line of Credit	793,976
Bank Overdraft	8,046
Accounts Payable	1,001,434
Accrued Compensated Absences	406,689
Accrued Salaries	114,987
Accrued Expenses	14,753
Other Liabilities	630,759
Total Current Liabilities	<u>6,338,683</u>
LONG-TERM LIABILITIES	
Long-Term Debt, Net of Current Portion	930,918
Lease Payable, Net of Current Portion	39,603
Interest Rate Swap at Fair Value	114,433
Total Long-Term Liabilities	<u>1,084,954</u>
TOTAL LIABILITIES	<u>7,423,637</u>
NET ASSETS	
Unrestricted	(321,749)
Temporarily Restricted	962,499
TOTAL NET ASSETS	<u>640,750</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,064,387</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
SUPPORT AND REVENUES			
Grants and Contracts	\$ 15,732,761	\$ 686,718	\$ 16,419,479
Program Funding	1,935,620	-	1,935,620
Utility Programs	671,725	-	671,725
In-Kind Contributions	411,442	-	411,442
Contributions	266,155	80,481	346,636
Fundraising	54,929	-	54,929
Rental Income	44,496	-	44,496
Interest Income	884	-	884
Gain (Loss) on Disposal	2,247	-	2,247
Other Revenue	212,551	-	212,551
Total Support and Revenues	<u>19,332,810</u>	<u>767,199</u>	<u>20,100,009</u>
NET ASSETS RELEASED FROM RESTRICTION			
Expiration of Program Restrictions	-	-	-
OPERATING EXPENSES			
Agency Fund	1,515,511	-	1,515,511
Headstart	2,522,460	-	2,522,460
Guardianship	814,151	-	814,151
Transportation	1,055,705	-	1,055,705
Volunteer	129,170	-	129,170
Workforce Development	534,984	-	534,984
AOD	1,545,026	-	1,545,026
Carroll County Dental	595,841	-	595,841
Carroll County Restorative Justice	261,197	-	261,197
Support Center	311,910	-	311,910
Homeless	908,177	-	908,177
Energy & Community Development	9,619,568	-	9,619,568
Elder	1,326,239	-	1,326,239
Total Operating Expenses	<u>21,139,939</u>	<u>-</u>	<u>21,139,939</u>
OTHER EXPENSES			
Loss on Interest Rate Swap	44,620	-	44,620
TOTAL EXPENSES	<u>21,184,559</u>	<u>-</u>	<u>21,184,559</u>
CHANGES IN NET ASSETS	<u>(1,851,749)</u>	<u>767,199</u>	<u>(1,084,550)</u>
<i>Net Assets, Beginning of Year as Previously Reported</i>	2,235,260	-	2,235,260
<i>Prior Period Adjustment, see Note P</i>	(705,260)	195,300	(509,960)
<i>Net Assets, Beginning of Year, as Restated</i>	<u>1,530,000</u>	<u>195,300</u>	<u>1,725,300</u>
Net Assets, End of Year	<u>\$ (321,749)</u>	<u>\$ 962,499</u>	<u>\$ 640,750</u>

The Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in Net Assets	\$ (1,084,550)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by (Used in) Operating Activities:	
Depreciation	510,568
Gain on Disposal of Property	(2,247)
Loss on Interest Rate Swap	44,620
(Increase) Decrease in Operating Assets:	
Restricted Deposit Account - Guardianship	(255,759)
Accounts Receivable	401,365
Inventories	(20,726)
Other Assets	(13,558)
Increase (Decrease) in Operating Liabilities:	
Bank Overdraft	(222,316)
Accounts Payable	323,594
Accrued Compensated Absences	11,789
Accrued Salaries	8,387
Accrued Expenses	53,608
Other Liabilities	630,759
Deferred Revenue	(670,752)
Total Adjustments	<u>799,332</u>
<i>Net Cash Used in Operating Activities</i>	<u>(285,218)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from Disposal of Property	<u>2,247</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net Proceeds from Line of Credit	272,036
Repayment of Long-Term Debt	(107,411)
Net Proceeds from Long-Term Debt	143,000
Repayment of Capital Lease Obligation	(25,288)
<i>Net Cash Provided by Financing Activities</i>	<u>282,337</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(634)
<i>Cash and Equivalents, Beginning of Year</i>	<u>187,150</u>
<i>Cash and Equivalents, End of Year</i>	<u>\$ 186,516</u>
Supplemental Disclosure of Cash Flow Information	
Cash Paid During the Year For:	
Interest	<u>\$ 222,133</u>

See Accompanying Notes are an Integral Part of These Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS

A | NATURE OF ACTIVITIES

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit Corporation that operates a wide variety of community service programs which are funded primarily with grants or contracts from various federal, state, and local agencies.

A description of the major programs is as follows:

Agency

The Northern Forest Heritage Park (the Park) provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Agency activities also include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organizations real estate property.

Head Start

Head Start serves hundreds of children and their families in seventeen classrooms at eleven locations throughout the three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire (NH) residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. Our fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Workforce Development

Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. We also serve uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Offices in eight locations are our outreach sites for local participant access. Applications for energy assistance programs, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community

Elder

The Organization's elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming; Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments; Coos County ServiceLink Aging & Disability Resource Center, which assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, 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. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental. Management has concluded that realization losses on balances outstanding at year-end will be immaterial. Therefore, past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history and the age of the accounts receivable. The Organization does not charge interest on outstanding accounts receivable.

Inventories

Inventory consists of donated clothing and household items which are sold through the organizations thrift store in Lancaster, NH. These items are valued at the price for which they can be sold.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Inventory also includes weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory of the thrift store items and weatherization materials is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

Property and Equipment

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred. Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Furniture and Equipment	5 to 15 years

Change in Accounting Principle

For the year ended June 30, 2012, the Organization changed its method of accounting for the difference between its assets and liabilities to comply with the requirements of FASB ASC 958 and reported its net assets according to the three classes as discussed below.

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2012.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Materials and Services

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

In-Kind Donations

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Advertising

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2012 was \$20,051.

Tax Status

The Organization is exempt from federal income tax under Section 501(c) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally the Organization did not recognize interest or penalties resulting for tax liabilities associated with recognizing uncertain tax positions for the year ended June 30, 2010.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2009, 2010, and 2011 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a supplement schedule of revenues and expenses by program. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Descriptions of the functional expense allocations included in the Organization's financial statements are as follows:

Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the Paid Leave, Fringe Benefits and Other Indirect costs to the U.S. Department of Health and Human Services. The proposal effective for July 1, 2011 received provisional approval and extended approval through April 30, 2013.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on the reliability of inputs as follows:

Level 1 - Valuations based on quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Level 2 - Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3 - Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized in Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

See Note J for information related to the use of fair value measurements.

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash deposits at these financial institutions at June 30, 2012 did not exceed \$250,000. There was no amount of cash uninsured or uncollateralized as of June 30, 2012.

As disclosed in Note D, the Organization maintains a deposit account on behalf of clients who participate in the Guardianship Service Program. The total deposit balance in the account at June 30, 2012 was \$255,759. The total amount uninsured and uncollateralized at June 30, 2012 was \$5,759.

D | CASH RESTRICTIONS

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at Note K. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2012 was \$93 and the Organization was not in compliance with this requirement.

The Organization is required to maintain a deposit account with another bank as part of a bond issue as disclosed at Note K. The required balance in the account is \$186,516 and is equal to the interest

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

payments on the bond for a 12 month period. The balance as of June 30, 2012 was \$186,516 and the Organization was in compliance with this requirement.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. As reported at Note F, the Organization withdrew \$375,000 from this account during the 2012 fiscal year which is reported as additional liability in other current liabilities. The total deposit balance in the account at June 30, 2012 was \$255,759. The total current liability related to this account at June 30, 2012 was \$630,759.

E | PROPERTY AND EQUIPMENT

For the year ended June 30, 2012, the balance in property and equipment consisted of the following:

Buildings and Improvements	\$ 7,686,861
Furniture and Equipment	1,983,468
Land	<u>590,467</u>
Total	10,260,796
Less Accumulated Depreciation	<u>(3,410,650)</u>
Total Property and Equipment, Net	<u>\$ 6,850,146</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$510,568 for the year ended June 30, 2012.

F | COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction. In addition, the Department noted that the contaminants related to the West

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Wing Building did not pose an exposure hazard to site occupants, area residents, and environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment the Organization could be required to take additional action including containment and remediation.

Furthermore, the Organization was provided notice of due diligence to complete a fence that would prevent access to contaminants on the property. The fence would ultimately limit the Organization exposure to potential liability from unsuspecting guests on the property. As of June 30, 2012 the Organization had not completed construction of the fence.

Other Liabilities

During the fiscal year ended June 30, 2012, the Organization transferred \$375,000 from the Guardianship checking account into the Organizations operating account. The funds held in the Guardianship account belong to clients who are serviced by TCCAP's Guardianship Services Program and are entrusted to the Organization for the benefit of these clients. Management has identified the transfer and has recorded a liability for the amount due to the Guardianship account. This amount is recorded on the financial statements as a current liability.

G | LEASE AGREEMENTS

Capital Leases

The Organization leases equipment from Leaf Financial Corporation under a capital lease. The economic substance of the lease is that the Organization is financing the acquisition of the assets through the lease, and accordingly, it is recorded in the Organization's assets and liabilities.

The following is an analysis of the leased assets included in Equipment:

Equipment	\$ 159,277
Less accumulated depreciation	<u>127,422</u>
Net Book Value	<u>\$ 31,855</u>

Future minimum payments under capital leases are as follows:

Year ending June 30,	
2013	\$ 39,875
2014	39,875
2015	<u>3,935</u>
Total Future Payments	83,685
Less Amount Representing Interest	<u>(14,015)</u>
Present Value of Future Payments	69,670
Less Current Portion	<u>(30,067)</u>
Long-Term Portion	<u>\$ 39,603</u>

Interest expense was \$19,021 for the year ended June 30, 2012.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Operating Leases

The Organization has entered into several lease commitments for space. Leases under non-cancelable lease agreements are as follows:

<i>Program</i>	<i>Term</i>	<i>Annual Payment</i>
Carroll County Restorative Justice	Oct 1, 2011 to Sept 30, 2014	\$ 2,160
Head Start	Apr 1, 2011 to Mar 31, 2013	28,878
	Apr 1, 2013 to Mar 31, 2018	30,011
	Apr 1, 2018 to Mar 31, 2023	31,143
	Apr 1, 2023 to Mar 31, 2023	32,276
Head Start	Sep 1, 2010 to Aug 31, 2011	17,700
	Sep 1, 2011 to Aug 31, 2012	18,300
	Sep 1, 2012 to Aug 31, 2013	18,900
	Sep 1, 2013 to Aug 31, 2014	19,800
Head Start	Jan 1, 2011 to Dec 31, 2011	15,000
	Jan 1, 2012 to Dec 31, 2012	15,000
Head Start	Jun 1, 2010 to May 31, 2011	10,200
	Jun 1, 2011 to May 31, 2012	10,200
	Jun 1, 2012 to May 31, 2013	10,200
Guardianship Services	Jan 1, 2010 to Dec 31, 2011	10,356
	Jan 1, 2010 to Dec 31, 2011	10,704
	Jan 1, 2010 to Dec 31, 2011	10,944
North Country Transit	Mar 1, 2012 to Apr 28, 2013	2,880
Homeless Outreach & Community Contact	Jul 1, 2011 to Jun 30, 2013	20,088
Community Contact	Jul 1, 2011 to Jun 30, 2013	11,400
Workplace Success	Jul 1, 2011 to Jun 30, 2013	26,371

Additionally the Organization has several facilities which are leased on a month to month basis. The annual rent expense for the leased facilities was \$218,058 for the year ended June 30, 2012.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

The future minimum lease payments on the above leases for the year ending June 30 are as follows:

2013	\$ 140,621
2014	57,149
2015	33,851
2016	30,011
2017	30,011

H | LINE OF CREDIT

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2012. Borrowings under the line bear interest at 6.50% per annum, and totaled \$45,000 at June 30, 2012. The line of credit is unsecured.

The Organization has available a \$800,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$729,273 at June 30, 2012. The line is subject to renewal on January 31, 2013.

The Organization has available a \$25,000 line of credit with Bank of NH which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$20,003 at June 30, 2012.

I | ACCRUED VACATION

Employees of the Organization are eligible to accrue vacation for a maximum of 240 days. Accrued vacation totaled \$406,689 at June 30, 2012.

J | DERIVATIVE INSTRUMENTS

As disclosed in Note K, the note payable to bank bears interest monthly of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). The Organization's purpose in entering into the swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2012, the fair value of the interest rate swap was \$114,433 and the unrealized loss was \$44,620. The fair value of the swap is included on the balance sheet as a long-term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

K | LONG-TERM DEBT

The Organization's long-term debt consists of the following at June 30, 2012:

1. Note payable to lending institution, payable in 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024.	\$ 51,140
2. Note payable to lending institution, payable in 360 monthly installments of \$1,496 including interest at 4.50% per annum. Secured by general business assets. Final installment due June 2024.	166,619
3. Note payable to lending institution, payable in 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	204,783
4. Note payable to lending institution, payable in 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	41,943
5. Note payable to lending institution, payable in 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	10,338
6. Note payable to a bank, payable in 120 monthly installments of \$457 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	18,693
7. Note payable to a bank, payable in 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	486,961
8. Bond payable to a bank, payable in monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage of various properties and assignments of rents at various properties. Final installment due August 2040.	3,145,413
9. Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012.	43,000
10. Note payable to a non-profit organization, interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organizations fiscal year end 2013.	<u>100,000</u>
Total Long-Term Debt	\$ 4,268,890
Less Current Portion	<u>3,337,972</u>
Long-Term Debt Net of Current	<u>\$ 930,918</u>

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Future maturities of long-term debt are as follows for the years ended June 30:
Years Ending June 30,

2013	\$ 3,337,972
2014	46,726
2015	49,276
2016	50,078
2017	49,101
Thereafter	<u>735,737</u>
Total	<u>\$ 4,268,890</u>

As described at Note D, the Organization is required to maintain a reserve account with a bank for loans 1 through 6 listed above. The Organization was not in compliance with this requirement. Failure to meet this requirement may be construed by the Government to constitute default.

As described at Note D, the Organization is required to maintain a reserve account with a bank related to loan 10 listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement. As of June 30, 2012, the Organization was not in compliance with all covenants. As a result, the amount outstanding at June 30, 2012 is included with as a current liability on the statement of financial position.

L | RELATED PARTY TRANSACTIONS

Notes Payable – Related Party

As disclosed in Note K, the Organization has a loan payable to the wife of the Former Chief Executive Officer. See Note K for the terms of the note payable.

As disclosed in Note K, the Organization also has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organizations Programs. See Note J for the terms of the note payable.

M | NET ASSETS

Temporarily restricted net assets consisted of grants and other unexpended revenues subject to donor restrictions and available for the following purposes as of June 30, 2012:

NH Charitable Foundation Grant, Mt. Jasper	\$ 46,650
Privately Funded Fuel Assistance Emergency Fund	12,609
Privately Funded Fuel Assistance Program	143,916
Federal and State Funding for the Head Start	361,817
Federal Community Services Block Grant	168,966
Private Grant for the Alcohol and Other Drug Program	50,000

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Notre Dame Project	14,939
Department of Energy Weatherization Program	22,827
State Funding for Tyler Blain House	9,599
Federal Funding for North Country Transit	16,352
Federal Funding for the Heating Repair and Replacement Program	37,312
Federal Funding for the Sustainable Energy Resource	22,421
Federal Funding for the Adult and Dislocated Worker Program	20,583
Federal Funding for the Low Income Home Energy Assistance Program	26,849
Other Miscellaneous Programs	<u>7,659</u>
	<u>\$ 962,499</u>

N | IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in Note B. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the organization. These services are valued based upon the comparative market wage for similar paid positions. The organization is also the beneficiary of a donation in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

O | RETIREMENT PLAN

The Organization has a 403(b) tax deferred annuity plan covering all employees. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code.

The employer shall match each dollar of a participant's elective deferrals up to 5% of each participant's annual salary. The Organization's retirement contribution was \$167,220 for year ended June 30, 2012.

P | PRIOR PERIOD ADJUSTMENTS

The prior year financial statements were restated to reflect the following misstatements.

Cash was overstated and Accounts Payable was understated by checks which were issued but not mailed in the amount of \$141,522. This had no effect on net assets.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO THE FINANCIAL STATEMENTS

Cash was overstated by \$23,258 due to an unknown reconciliation discrepancy between the reconciliation and the actual general ledger balance. The result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Cash was overstated by \$460,215 due to an unknown outstanding debit to cash used as a reconciling item for multiple bank statements going back more than a year. The Organization is continuing to research this item, however, the result of this adjustment reduces unrestricted net assets as reported on June 30, 2011.

Payroll liabilities and the related expenses were understated by \$106,600 because accrued payroll was not posted in the prior year. This adjustment reduces unrestricted net assets as reported on June 30, 2011.

Accrued employee benefits and the related expenses were overstated by \$109,421. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accumulated depreciation and depreciation expense was understated by \$33,763. This adjustment decreases unrestricted net assets as reported on June 30, 2011.

Accounts payable was overstated by \$19,724. This adjustment increased unrestricted net assets as reported on June 30, 2011.

The Capital lease liability was overstated by \$27,547 due to the lease being reported at the gross value of payments rather than being discounted based upon the effective interest rate. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Accounts receivable for the Dental Center and related income were understated by \$49,879. The effect of this adjustment was an increase to unrestricted net assets as reported on June 30, 2011.

Long term liabilities were understated by \$69,813 due to the fair value of the swap not being recorded in the financial statements. This adjustment decreased unrestricted net assets as reported on June 30, 2011.

Deferred revenue was overstated by \$51,508. This adjustment increases unrestricted net assets as reported on June 30, 2011.

Accounts receivable was overstated by \$74,390 for amounts recorded as amounts receivable on grants which were not valid claims. This adjustment decreases unrestricted net asset as reported on June 30, 2011.

Temporarily restricted net assets were understated by \$195,300 related to contributions received with donor use restrictions which had not been expended for the purpose intended. This adjustment resulted in an increase in temporarily restricted net assets and a decrease in unrestricted net assets as reported on June 30, 2011.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS

Q | GOING CONCERN

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As shown in the financial statements the Organization incurred a net loss of \$1,078,642 for June 30, 2012. At June 30, 2012, current liabilities exceed current assets by \$5,357,132. At June 30, 2012 the Organization's total assets exceed total liabilities, however, certain net assets are temporarily restricted for specific purposes as disclosed in Note M. As a result, the Organization used restricted net assets for unrestricted purposes that contravene the donor's restrictions which total \$321,749.

As disclosed in Note K, in connection with a note payable to a bank, the Organization has violated certain provisions of the loan agreement. At June 30, 2012 the bank had not demanded immediate payment on outstanding principal balance, however, due to the violation of the agreement the note is shown as a current liability. A significant portion of the Organization's operating assets are pledged as collateral for this note, and foreclosure by the bank would seriously impair the Organization's continued existence.

The Organization plans to continue as a going concern by instituting cost reductions for expenses that have been determined to be excessive and discretionary. Management has also identified inefficiencies throughout the Organization due to lack of oversight by previous management and anticipates substantial cost savings opportunities as a result of implementing new operational systems. Additional areas that will be addressed include evaluating building vacancies and renting or selling unused space, increasing fundraising efforts, and increase revenues from programs offering services that generate unrestricted revenues.

R | SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 28, 2013, the date which the financial statements were available to be issued.

On December 14, 2012, a probate judge suspended the board of directors and appointed a special trustee to oversee the operations of the Organization at the request of the state Attorney General's office after the resignation of the Chief Executive Officer (CEO) and Chief Financial Officer (CFO) in early December.

The line of credit with TD Bank was converted to an amortizing term loan on November 14, 2012. Additionally, a commercial real estate mortgage and assignment of leases and rents was added as collateral at that time.

A portion of the cash balance which had been transferred from the Guardianship account was repaid leaving a liability to the clients serviced by the Guardianship Program of \$224,000.

In January of 2012, there was a fire in a building owned by the Organization that was used as a thrift store. The Organization had adequate insurance to cover losses suffered by the fire.

Various parties were provided notices of forthcoming claims for damages on account of theft, casualty loss, and negligence due to misappropriation of the Organization's assets.

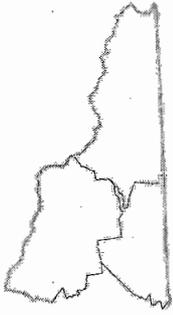
TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	AOD
DIRECT EXPENSES							
Payroll	\$ 140,025	\$ 1,108,781	\$ 464,332	\$ 520,232	\$ 75,103	\$ 210,894	\$ 732,447
Payroll Taxes & Benefits	182,868	420,707	183,779	124,570	31,209	86,621	262,227
Assistance to Clients	4,217	(391)	-	16	-	23,965	3,945
Consultants and Contractors	106,725	15,153	2,761	27,219	-	1,878	36,713
Fiscal and Administrative	22,916	22,530	8,125	417	84	1,094	17,049
Space Costs and Rentals	9,434	180,156	40,064	10,240	5,376	124,410	15,427
Consumable Supplies	11,701	134,788	14,621	12,426	965	9,660	103,331
Rental, Lease, Purchase and							
Maintenance of Equipment	1,580	2,197	35	23,888	-	5,376	-
Building and Grounds Maintenance	56,447	20,248	-	2,790	-	13,264	36,539
Utilities	178,024	24,360	17,144	21,967	748	12,400	68,463
Fixed Fees							
Travel and Meetings	8,357	74,692	17,208	35,384	310	15,003	13,852
Vehicle Expense	1,309	-	3,242	156,432	165	-	72,885
Insurance	91,920	31,312	1,624	15,784	810	-	5,082
Interest Expense	173,742	-	-	-	-	-	20,087
Other Direct Program Costs	8,122	7,999	2,724	10,051	149	692	19,908
Depreciation Expense	431,408	1,659	-	2,757	-	-	23,993
Fundraising	(131)	-	494	11,513	5,103	-	-
In-kind Expended	406	300,288	-	4,140	-	-	-
Total Direct Expenses	1,429,070	2,344,479	756,153	979,826	120,022	505,257	1,431,948
INDIRECT EXPENSES							
Indirect Costs	86,441	177,981	57,998	75,879	9,148	29,727	113,078
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 1,515,511	\$ 2,522,460	\$ 814,151	\$ 1,055,705	\$ 129,170	\$ 534,984	\$ 1,545,026

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TRI-COUNTY COMMUNITY ACTION PROGRAM
SUPPLEMENTAL SCHEDULE OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012

	<u>Carroll County Dental</u>	<u>Carroll County Restorative Justice</u>	<u>Support Center</u>	<u>Homeless</u>	<u>Energy & Development</u>	<u>Elder</u>	<u>Total</u>
DIRECT EXPENSES							
Payroll	\$ 304,561	\$ 145,602	\$ 135,124	\$ 400,219	\$ 1,628,677	\$ 497,581	\$ 6,363,578
Payroll Taxes & Benefits	101,725	43,662	41,467	138,389	749,727	163,177	2,530,128
Assistance to Clients	1,345	-	185	167,664	5,893,149	339	6,094,434
Consultants and Contractors	18,772	10,286	-	4,627	79,423	57,653	361,210
Fiscal and Administrative	4,813	678	495	5,511	44,885	12,107	140,704
Space Costs and Rentals	-	35,724	66,910	26,583	152,536	65,087	731,947
Consumable Supplies	18,706	1,060	5,638	7,653	583,123	264,084	1,167,756
Rental, Lease, Purchase and Maintenance of Equipment	9,028	-	-	-	974	1,830	44,908
Building and Grounds Maintenance	5,713	120	7,424	573	5,737	4,506	153,361
Utilities	7,598	2,983	19,702	26,637	51,170	20,577	451,773
Fixed Fees	-	-	-	2	14,505	4,127	18,634
Travel and Meetings	2,399	2,337	5,470	22,597	14,309	31,519	243,437
Vehicle Expense	-	-	-	6,310	77,753	571	318,667
Insurance	15,622	1,900	-	16,399	31,060	-	211,513
Interest Expense	27,382	-	-	-	922	-	222,133
Other Direct Program Costs	2,100	75	1,475	28,152	2,816	3,514	87,777
Depreciation Expense	32,542	-	9,665	1,732	6,792	-	510,568
Fundraising	-	-	334	785	-	-	18,098
In-kind Expended	-	-	-	-	-	106,448	411,282
Total Direct Expenses	552,306	244,427	293,889	853,853	9,337,558	1,233,120	20,081,908
INDIRECT EXPENSES							
Indirect Costs	43,535	16,770	18,021	54,324	282,010	93,119	1,058,031
TOTAL DIRECT AND INDIRECT EXPENSES	\$ 595,841	\$ 261,197	\$ 311,910	\$ 908,177	\$ 9,619,568	\$ 1,326,239	\$ 21,139,939



TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coös, Carroll & Grafton Counties

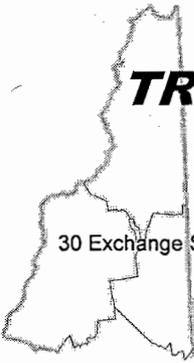
30 Exchange Street, Berlin, N.H 03570
(603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: <http://www.tccap.org> • E-mail: admin@tccap.org
Chief Operating Officer: Peter Higbee

Tri-County Community Action Program, Inc.

Board of Directors

The Board of Directors was been suspended in Coös County Probate Court Case #314-2012-EX-00288 on December 14, 2012. Todd C. Fahey, Esq., was appointed special trustee of Tri-County Community Action Program until such time as the issues resulting in his appointment have been satisfactorily addressed. The special trustee holds all powers under the by-laws of Tri-County Community Action and the laws of the State of New Hampshire to operate the organization.

The Special Trustee is now gathering names of individuals for potential appointment as members of a newly-reconstituted Board of Directors sometime during the summer of 2013.



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Website: <http://www.tccap.org>

MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

*Tri-County Community Action Programs...
Helping people, changing lives.*

TRI-COUNTY COMMUNITY ACTION PRPGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

*TRI-COUNTY COMMUNITY ACTION PRPGRAM, Inc.
...Helping people, changing lives.*

Weatherization
(603) 752-7105

Administration
(603) 752-7001



Tamworth Dental
Center
323-7645

Energy Programs
(603) 752-7100

AoD
(603) 869-2210

North Country
Transit
(603)752-1741

North Country
Elder Programs
(603)752-3010

R.S.V.P
(603) 752-4103

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division for Children, Youth and Families

Agency Name: Tri-County CAP

Name of Bureau/Section: Transit

BUDGET PERIOD:	SFY14-15		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter Higbee, Chief Operating Officer	\$83,300	0.00%	\$0.00
Rea Pfeiffer, Chief Financial Officer	\$83,000	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Brenda Gagne
Transportation Operations Manager
Tri County CAP Inc.

Professional Summary:

Successful management of the day to day aspects of Public Transportation routes and Demand Response transportation program including daily operations, statistical data reporting, Federal grant writing, warrant articles, Federal quarterly reports, facility management, accounting, staff management; monitoring productivity goals; and keeping current on FTA and DOT procedures and policies. Proficient in Microsoft excel, word, publisher and power point.

Experience:

Tri-County CAP, Inc.
Tri County CAP Transit
31 Pleasant St. Suite 100
Berlin NH 03570
603-752-1741
7/2004-Present

Operations Manager

Responsibilities include;

- *Overseeing daily operations of a public transit and Para transit service.
- *Facility Management.
- *Gathering statistics
- *Quarterly reporting to NHDOT and BEAS.
- *ADA compliance
- *Preparing quarterly invoices to BEAS and NHDOT
- *Weekly employee scheduling, staff management.
- *Creating procedure manuals
- *Grant writing
- *Budget preparation
- *Writing Warrant Articles
- *Drug & Alcohol Testing
- *Emergency Preparedness

Beverly Raymond, CCTM
Transportation Director
Tri County CAP Inc.
braymond@tccap.org

Objective:

To obtain a position where I can oversee and manage all aspects of an expanding human service/public transportation program.

Qualifications:

2004 to Present

* Director of North Country Transit a Tri-County CAP, Inc. Program
Responsible for overseeing the planning and operations of the transit program.

1994 to 2004

* Assisted the Director of North Country Transit with program responsibilities. Served as interim Director in the absence of a permanent Director.
* Human Resources and Safety Manager for Tri-County CAP, Inc., North Country Elderly Programs.

1985 to 2004

*Coordinator of the Tri-County CAP, Inc., Healthy Older People's Education (HOPE) program, a wellness program providing direct service through a volunteer base.

1996 to 2001

*Co-proprietor and administrator for Luc's Appraisal Services, an independent vehicle adjusting firm serving over 25 insurance companies.

Committees and affiliations:

Member of the Governor's Task Force on Transportation which has morphed into the State Coordinating Council where I represent NH Community Action Agencies

Vice Chair of the New Hampshire Transit Association and a member of the Association's Legislative Committee

Chair of the North Country Council Region Planning Commission's Transportation Advisory Committee

Member of Region Coordinating Councils in Region 1 and 2

Member of the Community Transportation Association of America.