



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
May 8, 2020

REQUESTED ACTION

Authorize the Department of Transportation to enter into transportation vehicle agreements with the following subrecipients listed below, effective upon Governor and Executive Council approval through the date the vehicles are disposed. This request is relative to vehicle agreements only; no funds will be provided to the entities with which the Department enters into vehicle agreements as part of this request. A contract with a vendor/vendors has or will be entered into separately for the vehicles associated with this request. Funding will be 85% Federal Funds, 7.5% Capital General Funds, 7.5% Private/Local Funds.

Agency	Qty.	Seating Capacity	Total Cost	Federal Funds 85%	State Funds 7.5%	Local Match 7.5%
Community Action Program of Belknap-Merrimack Counties, Inc., Concord, NH	1	12 passenger	\$78,454.00	\$66,686.00	\$5,884.00	\$5,884.00
Grafton County Senior Citizens Council, Inc., Lebanon, NH	3	8 passenger 8 passenger 8 passenger	\$207,041.00	\$175,983.00	\$15,529.00	\$15,529.00
Monadnock Adult Care Center, Jaffrey, NH	2	12 passenger 12 passenger	\$147,165.00	\$125,091.00	\$11,037.00	\$11,037.00
VNA @ HCS, Keene, NH	1	9 passenger	\$58,924.00	\$50,086.00	\$4,419.00	\$4,419.00
Easter Seals Special Transit Services, Manchester, NH	3	12 passenger 12 passenger 12 passenger	\$229,442.00	\$195,026.00	\$17,208.00	\$17,208.00
Totals	10		\$721,026.00	\$612,872.00	\$54,077.00	\$54,077.00

04-96-96-964010-2916
Public Transportation
072-500575 Grants Non-Profits Federal
073-500581 Grants Non-Federal

FY 2020
\$612,872.00
\$54,077.00

67 sam

04-96-96-960030-1673	
Capital Projects	
034-500160 Major Equipment	\$2,745.00
04-96-96-960030-7547	
Capital Projects	
034-500160 Major Equipment	\$51,332.00
Total	\$721,026.00




EXPLANATION

The Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Program authorizes grants to States to purchase capital equipment for local non-profit sub-recipients that provide transportation services to seniors and individuals with disabilities. The Department of Transportation has been administering the FTA Section 5310 program since its inception, as authorized by RSA 228:71, X, and has available FTA Section 5310 funds that will be utilized for this capital equipment purchase request. The total purchase price of the capital equipment is estimated to be \$721,026.00, of which 85% is FTA Section 5310 funds (\$612,872.00), 7.5% state capital matching funds (\$54,077.00), and 7.5% local matching funds (\$54,077.00). The Department will be a listed lienholder and will hold title to the buses until their disposition. The funds are budgeted in the Department's State Fiscal Year 2020 budget, including prior year funds that are non-lapsing per the provisions of RSA 228:74-a.

The State purchases vehicles using budgeted FTA, state, and local funds and invoices the receiving non-profit sub-recipients for their 7.5% local match contribution. Vehicles will be purchased in accordance with State and Federal requirements through a statewide bus contract administered by the Department of Administrative Services' Bureau of Purchase and Property. The funds for vehicle purchases will be encumbered upon issuance of a purchase order.

The Department is seeking Governor and Executive Council approval to enter into a transportation vehicle agreement with each vehicle's recipient, which will bind them to Federal and State requirements for use and operation of the vehicle. A copy of the agreement that each subrecipient has signed prior to receiving its vehicle is attached.

The Department uses project selection criteria based on its State Management Plan for FTA programs to screen and select applicants, as follows:

	The applicant's request has been identified in a locally developed, coordinated public transit human services transportation plan.	Y/N
	Seniors and persons with disabilities have full access to the applicant's services.	Y/N
	The applicant has indicated it will utilize the vehicle for a minimum of 10,000 miles per year.	Y/N

1	The applicant has successful experience in providing transportation services or the applicant has outlined how the new service will be successful.	15%
2	The applicant shows a willingness to utilize vehicle(s) for coordination in the service area and is involved with Regional Coordinating Council(s) and their activities.	15%
3	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours and costs. New applicants must demonstrate the ability to measure performance and achieve goals.	10%
4	The applicant has the technical capacity to carry out the project and has the financial capacity to provide required match for the project and on-going expenses associated with the project.	15%
5	The applicant identified how the project effectively meets the needs and strategies addressed in the locally developed Coordinated Public Transit-Human Services Transportation Plan.	15%
6	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and government	10%
7	The applicant complies with relevant Federal and State regulations, and has a history of compliance with regulations, reporting requirements, and other contract requirements (e.g., maintaining vehicles per OEM guidelines, meeting minimum mileage requirements, timely submission of required reports).	20%
Evaluation Percentage Total		100%

A competitive FTA Section 5310 Capital solicitation was issued on August 28, 2019 with an application deadline of October 29, 2019. All applications submitted were evaluated for funding by NHDOT Bureau of Rail & Transit staff. Scores and awards from the FY 2020 solicitation are as follows:

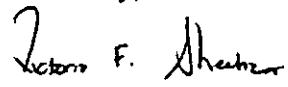
FY 2020 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Applicants	Average Score
Community Action Program Belknap-Merrimack Counties, Inc.	82.3%
Grafton County Senior Council	82.2%
EasterSeals New Hampshire, Inc. d/b/a Special Transit Services	81.2%
VNA @ HCS	79.0%
Monadnock Adult Care Center	78.0%

The Department, through the Department of Administrative Services Purchase & Property, has multi-year statewide bus procurement contracts for small accessible cutaway vehicles and/or narrow body vans, which will allow the aforementioned vehicles to be purchased upon Governor and Council approval and subsequent vehicle awards to be exercised expeditiously. The bus procurement contracts provide a base cost for each of the vehicle types and vehicle prices vary based upon selected options, pre-approved by the Department and by each vehicle recipient. NHDOT is requesting approval to fund applications for five subrecipients in this FTA Section 5310 Governor and Executive Council request.

All related transportation vehicle agreements have been reviewed and approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of

Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and Community Action Program Belknap-Merrimack Counties, Inc., a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 2 Industrial Park Drive, P.O. Box 1016, Concord, NH 03302-1016.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is

understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance

certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized

representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In

the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

2015 12 15
12/15/2015
12/15/2015 12:15:00 PM

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

Community Action Program Belknap-Merrimack Counties, Inc.

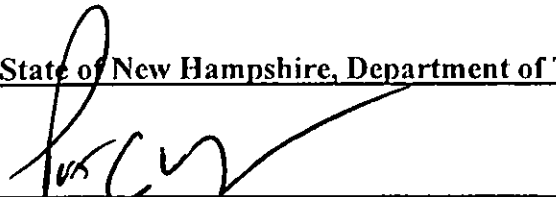

Signature

Date: 3/25/2020

Michael Tabory
Type or Print Name

Deputy Director
Title

State of New Hampshire, Department of Transportation

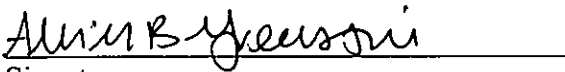

Signature

Date: 5/24/2020

Patrick C. Herlihy
Type or Print Name **Director**
Aeronautics, Rail and Transit

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.


Signature

Date: 6/4/2020

Allison Greenstein
Type or Print Name

Asst. Attorney General
Title

TRANSPORTATION VEHICLE AGREEMENT

Community Action Program Belknap-Merrimack Counties, Inc.

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services/Project Description
EXHIBIT C	Payment Terms
	Certificate of Good Standing
	Certificate of Corporate Vote
	Certificate of Insurance
	Federally Required Clauses
	2 CFR Part 200
	Financial Statement
	Board of Directors
	Key Personnel
	Resumes

EXHIBIT A

SPECIAL PROVISIONS

Community Action Program Belknap-Merrimack Counties, Inc.

N/A

EXHIBIT B

SCOPE OF SERVICES

PROJECT EQUIPMENT

Community Action Program Belknap-Merrimack Counties, Inc.

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
1	12x2 Cutaway Bus	TBD	\$78,454.00	\$66,686.00	\$5,884.00	\$5,884.00
	Total		\$78,454.00	\$66,686.00	\$5,884.00	\$5,884.00

PROJECT DESCRIPTION

B.1 Replacement of a 12x2 small cutaway 12 passenger bus to provide demand response and door-to-door transportation services for seniors and individuals with disabilities in the Belknap and Merrimack Counties, based out of the Rural Transportation Service (RTS) office, serving the towns of Bradford, Henniker, New London, New Sutton, Warner, Webster, Wilmont, and through the expansion program service will include Contoocook and Hopkinton.. Transportation services will provide access to: health care services, shopping, errands and activities located at the Senior Center.

EXHIBIT C

PAYMENT TERMS

Community Action Program Belknap-Merrimack Counties, Inc.

N/A

State of New Hampshire

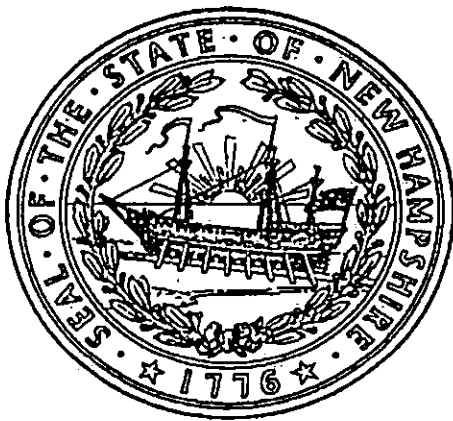
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63021

Certificate Number: 0004877148



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/16/2020, such authority to be in force and effect until 6/30/2021 (contract termination date) (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

- Jeanne Agri, Executive Director
Michael Tabory, Deputy Director
Steven E. Gregoire, Budget Analyst
Sara A. Lewko, President, Board of Directors

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 25th day of March, 2020.

[Handwritten signature of Dennis T. Martino]
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 25th day of March, 2020, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten signature of Kathy L. Howard]
Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

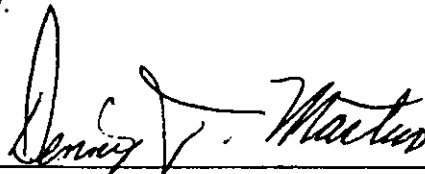
- Department of Administrative Services for food distribution programs
- Department of Education for Nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 16, 2020, and has not been amended or revoked and remains in effect as of the date listed below.

3/25/2020

Date



Dennis T. Martino
Secretary/Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com	
INSURED Community Action Programs Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co INSURER D: INSURER E: INSURER F:	
		NAIC # 20281	

COVERAGES **CERTIFICATE NUMBER:** 19-20 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2041343	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2041342	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB694692	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS202000000185 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2020	04/01/2021	Limit \$1,000,000 Deductible \$5,000


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

[Job #: Job Type: DoT]


State of NH, Dept of Transportation is included as an Additional Insured with respect to General Liability and Auto Liability as per written contract with the above named insured. In accordance with NH law, carrier will give 60 days advance notice of cancellation or non-renewal, except for non-payment which is 10 days.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept of Transportation 7 Hazen Drive PO Box 483 Concord NH 03302	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



SFY 2020 5310 Capital

Rolling Stock

\$ 75,000

Non-Competitive Quotation



pmaybennett
paula.bennett@dot.nh.gov

New Hampshire DOT
7 Hazen Dr
Concord, New Hampshire 03301
(603) 271-3734

<https://www.nh.gov/dot/>



Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Bus Testing – Applicability – Rolling Stock/Turnkey Contractor (manufacturer) shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the

- contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

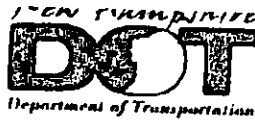
1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Community Action Program Belknap-Merrimack counties, Inc.

Signature of Authorized Official  Date 3/25/2020

Name and Title of Contractor's Authorized Official Michael Tabory, Deputy Director



Contract Agreement
New Hampshire Department of Transportation
And
Community Action Program Belknap-Merrimack Counties, Inc.

The Subrecipient, Community Action Program Belknap-Merrimack Counties, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Community Action Program Belknap-Merrimack Counties, Inc.**
Subrecipient DUNS number: **073997504**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Section 5310 Capital** Federal Award Date: **TBD**

Period of Performance:

FFY: 2019 Start Date: 10/1/2019 End Date: 9/30/20

Federal Funds Obligated by the Action:

For SFY: 2020 Section: 5310 Capital Amount: \$66,686.00

Total Amount of Federal Funds Obligated to Subrecipient:

For SFY: 2020 Section: 5310 Capital Amount: 66,686.00

Total Amount of Federal Award:

Section: 5310 Capital Amount: \$66,686.00
Catalog of Federal Domestic Assistance (CDFA) number: 20.513 FFY: 2019

Federal Award Project Description: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Financial Statements

**COMMUNITY ACTION PROGRAM
BELKNAP – MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7 - 14
Supplementary Information:	
Schedule of Expenditures of Federal Awards	15 - 16
Notes to Schedule of Expenditures of Federal Awards	17
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	18 - 19
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance required by the Uniform Guidance	20 - 21
Schedule of Findings and Questioned Costs	22

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. 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 from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2018 and February 28, 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2019, on our consideration of Community Action Program Belknap-Merrimack Counties, 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* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017

	<u>ASSETS</u>	<u>2018</u>	<u>2017</u>
CURRENT ASSETS			
Cash		\$ 1,751,685	\$ 1,732,344
Accounts receivable		2,993,405	2,161,972
Inventory		26,567	21,530
Prepaid expenses		88,287	94,315
Investments		<u>98,753</u>	<u>85,225</u>
Total current assets		<u>4,958,697</u>	<u>4,095,386</u>
PROPERTY			
Land, buildings and improvements		4,634,220	4,618,289
Equipment, furniture and vehicles		<u>6,227,722</u>	<u>5,838,444</u>
Total property		10,861,942	10,456,733
Less accumulated depreciation		<u>6,936,808</u>	<u>6,818,622</u>
Property, net		<u>3,925,134</u>	<u>3,638,111</u>
OTHER ASSETS			
Due from related party		<u>139,441</u>	<u>139,441</u>
Total other assets		<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS		<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>
	<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES			
Current portion of notes payable		\$ 172,745	\$ 163,753
Accounts payable		1,443,697	847,707
Accrued expenses		1,056,676	1,019,426
Refundable advances		<u>1,187,333</u>	<u>1,159,331</u>
Total current liabilities		3,860,451	3,190,217
LONG TERM LIABILITIES			
Notes payable, less current portion shown above		<u>962,781</u>	<u>1,151,156</u>
Total liabilities		<u>4,823,232</u>	<u>4,341,373</u>
NET ASSETS			
Unrestricted		3,497,187	2,887,454
Temporarily restricted		<u>702,853</u>	<u>644,111</u>
Total net assets		<u>4,200,040</u>	<u>3,531,565</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 9,023,272</u>	<u>\$ 7,872,938</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Total</u>	<u>2017 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 17,935,847	\$ -	\$ 17,935,847	\$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	<u>20,652,843</u>	<u>2,870,131</u>	<u>23,522,974</u>	<u>21,756,489</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,811,389</u>	<u>(2,811,389)</u>	<u>-</u>	<u>-</u>
Total	<u>23,464,232</u>	<u>58,742</u>	<u>23,522,974</u>	<u>21,756,489</u>
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	<u>22,854,499</u>	<u>-</u>	<u>22,854,499</u>	<u>21,326,281</u>
CHANGE IN NET ASSETS	609,733	58,742	668,475	430,208
NET ASSETS, BEGINNING OF YEAR	<u>2,887,454</u>	<u>644,111</u>	<u>3,531,565</u>	<u>3,101,357</u>
NET ASSETS, END OF YEAR	<u>\$ 3,497,187</u>	<u>\$ 702,853</u>	<u>\$ 4,200,040</u>	<u>\$ 3,531,565</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 668,475	\$ 430,208
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	236,706	225,631
Gain on sale of property	-	(20,250)
(Increase) decrease in current assets:		
Accounts receivable	(831,433)	481,783
Inventory	(5,037)	8,393
Prepaid expenses	6,028	6,609
Increase (decrease) in current liabilities:		
Accounts payable	595,990	(335,107)
Accrued expenses	37,250	45,752
Refundable advances	28,002	37,296
	<u>735,981</u>	<u>880,315</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(523,729)	(127,048)
Investment in partnership	(13,528)	(12,919)
Proceeds from sale of property	-	20,250
	<u>(537,257)</u>	<u>(119,717)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(179,383)	(152,251)
	<u>(179,383)</u>	<u>(152,251)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE IN CASH	19,341	608,347
CASH BALANCE, BEGINNING OF YEAR	<u>1,732,344</u>	<u>1,123,997</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,751,685</u>	<u>\$ 1,732,344</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 73,582</u>	<u>\$ 109,150</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Program</u>	<u>Management</u>	<u>2018 Total</u>	<u>2017 Total</u>
Salaries and wages	\$ 8,026,291	\$ 268,907	\$ 8,295,198	\$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,026
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	236,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,967
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	\$ 22,119,338	\$ 735,161	\$ 22,854,499	\$ 21,326,281

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018**

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

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$702,853.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2017, from which the summarized information was derived.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2014.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2014 through 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$292,141 for the year ended February 28, 2018.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$9,600 for the year ended February 28, 2018.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled \$32,655.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2018. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,187,333 as of February 28, 2018.

4. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2018 totaled \$202,725.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2018, the annual lease expense for the leased facilities was \$479,964.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2019	\$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	<u>1,053,765</u>
Total	<u>\$ 2,425,050</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$369,827 at February 28, 2018.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.

\$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations. 71,843

7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start. 290,132

Total 1,135,526
 Less amounts due within one year 172,745

Long term portion \$ 962,781

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

<u>Year Ending</u> <u>February 28</u>	<u>Amount</u>
2019	\$ 172,745
2020	183,269
2021	194,445
2022	206,317
2023	281,158
Thereafter	<u>97,592</u>
	<u>\$ 1,135,526</u>

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 29, 2018:

Land	\$ 168,676
Building and improvements	4,465,544
Equipment and vehicles	<u>6,227,722</u>
	10,861,942
Less accumulated depreciation	<u>6,936,808</u>
Property and equipment, net	<u>\$ 3,925,134</u>

Depreciation expense for the year ended February 28, 2018 was \$236,706.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed \$37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2018, approximately \$11,000,000 (47%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	<u>465</u>
	<u>\$ 702,853</u>

13. **RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2018.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2018 was \$114,032 and is included in accounts receivables.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$97,753 at February 28, 2018.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	<u>4,000</u>
Ending Balance – mutual funds	<u>\$ 97,753</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization invested \$1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 8, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
<u>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>					
Head Start	93.600		01CH2052-03-01/01CH2052-04-01	\$ 4,116,021	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-16/17B1NHLEIA	3,824,932	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-16/17B1NHLEIA	113,069	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-16/17B1NHLEIA	253,291	
			TOTAL	4,191,292	
Community Services Block Grant	93.569	State of New Hampshire	G-17B1NHCSOR	573,108	
Social Services Block Grant-Home Delivered & Congregate	93.867	State of New Hampshire	05-95-48-481010-9255	285,852	
Social Services Block Grant-Service Link	93.867	State of New Hampshire	545-500387	8,920	
			TOTAL	294,772	
<u>TANF CLUSTER</u>					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-8146	29,305	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	244,177	
			CLUSTER TOTAL	273,482	
<u>AGING CLUSTER</u>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	138,211	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-16/17B1NHLEIA	6,878	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	195,898	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	395,028	
NSIP	93.053	State of New Hampshire	1058477	259,389	
			CLUSTER TOTAL	994,202	
<u>CHILD CARE AND DEVELOPMENT FUND CLUSTER</u>					
Child Care & Development Block Grant	93.575	State of New Hampshire		377,106	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		26,102	
			CLUSTER TOTAL	403,208	
<u>MEDICAID CLUSTER</u>					
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		37,029	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62PS003655	6,779	
<u>MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER</u>					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	100,418	
Maternal & Child Health Services Block Grant to the States	93.994	State of New Hampshire	05-85-90-902010-5190	10,431	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	40,552	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	24,551	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	18,818	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	9,198	
			HHS TOTAL	\$ 11,173,280	
<u>US DEPARTMENT OF AGRICULTURE</u>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH743W5003	\$ 743,425	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	79,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,797	
<u>CHILD NUTRITION CLUSTER</u>					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,463	

See Notes to Schedule of Expenditures of Federal Awards

<u>FEDERAL GRANTOR/ PROGRAM TITLE</u>	<u>CFDA NUMBER</u>	<u>PASS THROUGH NAME</u>	<u>IDENTIFYING NUMBER</u>	<u>FEDERAL EXPENDITURES</u>	<u>PASSED THROUGH TO SUB-RECIPIENTS</u>
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	724,422	\$ 535,605
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	181,212	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	<u>1,562,630</u>	<u>1,562,630</u>
			CLUSTER TOTAL	2,468,264	\$ 2,098,435
			USDA TOTAL	<u>\$ 3,686,252</u>	
<u>CORPORATION FOR NATIONAL & COMMUNITY SERVICES</u>					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	\$ 350,074	
			CNCS TOTAL	<u>\$ 350,074</u>	
<u>US DEPARTMENT OF TRANSPORTATION</u>					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 532,899	
Formula Grants for Rural Areas-Winnepesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	<u>16,500</u>	
			TOTAL	549,399	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	9,130	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	Bus 1605 and 1606	94,926	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	74,784	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	2 buses	118,575	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	<u>72,886</u>	
			CLUSTER TOTAL	370,281	
			DOT TOTAL	<u>\$ 919,680</u>	
<u>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	\$ 88,692	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	27,968	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	<u>89,782</u>	
			TOTAL	206,442	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	53,911	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	93,044	
			HUD TOTAL	<u>\$ 353,397</u>	
<u>US DEPARTMENT OF ENERGY</u>					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006169	\$ 187,895	
			DOE TOTAL	<u>\$ 187,895</u>	
<u>US DEPARTMENT OF LABOR</u>					
WIA/WIOA CLUSTER					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	\$ 395,620	
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53360000-102-500731	71,334	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53360000-102-500731	<u>68,341</u>	
			CLUSTER TOTAL	139,675	
			DOL TOTAL	<u>\$ 535,295</u>	
			TOTAL	<u>\$ 17,205,653</u>	<u>\$ 2,098,435</u>

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknep-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknep-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 **INDIRECT COST RATE**

Community Action Program Belknep-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 **FOOD COMMODITIES**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program Belknep-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknep-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2018. Community Action Program Belknep-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknep-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2018.

Report on Internal Control Over Compliance

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

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

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

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Corporation for National and Community Service, Senior Companion Program, 94.016
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Sara A. Lewko, <i>President</i>	Theresa M. Cromwell
	Christine Averill
David Siff, Esq., <i>Vice President</i>	
	Kathryn Hans
Dennis Martino, <i>Secretary-Clerk</i>	
	Robert (Bob) Krieger, Deputy Sheriff Merrimack County Sheriff's Office
Safiya Wazir, <i>Treasurer</i>	
	Ben Wilson, AAMS®
Kathy Goodc	
Heather Brown	

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Transportation

Rural Transportation Services

5310 Capital Contract - 7/1/2019 – 6/30/2020

**KEY PERSONNEL
AND SALARIES ASSOCIATED WITH THIS PROJECT**

Name	Job Title	Salary
Terri Paige	Director of Transportation	There are no salaries associated with this contract

THERESA C. PAIGE, TRANSIT DIRECTOR

PROFESSIONAL EXPERIENCE

Transportation Director **July 2019 - Current** **Community Action Program Belknap & Merrimack Counties, Inc.**

As the Transportation Director for Community Action Program Belknap & Merrimack Counties, Inc. (CAPBMCI) I am responsible for all aspects of operations for Concord Area Transit, (CAT), a fixed route rural public transportation service which is funded with a variety of federal, state, county, and municipal funding. This funding includes: FTA 5311, and 5310 RCC grant funding through NHDOT; BEAS Title III funding; Medicaid reimbursed rides and a variety of other grant funding. All of these funding sources have extensive operating and reporting requirements.

In addition I am responsible for the ongoing tasks of: budgeting; employee hiring, training and retention; marketing and community outreach; vehicle maintenance; securing advertisers for signs on the buses; creating and updating policies and procedures; route scheduling design; determining eligibility for the ADA Paratransit service attached to CAT and processing invoices for both accounts payable and accounts receivable.

I am also responsible for the operations of the Concord Senior Transit service which is a demand response service in Concord, Penacook and Suncook for seniors aged 60 and older and the Rural Transportation Services (RTS) vehicles and drivers which provide demand response service to senior aged 60 and older throughout Belmont and Merrimack counties. CAPBMCI also runs a Volunteer Driver Program that covers all of Belknap and Merrimack counties. I also supervise the activities of the 5310 RCC funded Mobility Manager who provides services throughout the Mid-State RCC region.

Transit Director **Feb 2017 – July 2019** **Southwestern Community Services, Inc.**

As the Transit Director for Sullivan County Transportation (SCT) I was responsible for all aspects of operations for a rural public transportation service which is funded with a variety of federal, state, county, and municipal funding. This funding included: FTA 5311, and 5310 RCC grant funding through NHDOT; BEAS Title III funding; Medicaid reimbursed rides and a variety of other grant funding. All of these funding sources have extensive operating and reporting requirements.

In addition I was responsible for the ongoing tasks of: budgeting; employee hiring, training and retention; marketing and community outreach; vehicle maintenance; securing advertisers for signs on the buses; creating and updating policies and procedures; route scheduling design; maintaining a FTA compliant drug & alcohol testing program and processing invoices for both accounts payable and accounts receivable. The transportation service is based in Claremont NH, with three flex route systems that run in Claremont, Charlestown and Newport. There is also a Demand Response "Dial-A-Ride" service that runs in the larger Claremont area. SCT also runs a Volunteer Driver Program that covers all of Sullivan County.

**Independent Contractor
RLS & Associates, Inc.**

July 2013 – Current

I Provide training on a variety of transit-relating topics, including Passenger Assistance and Refresher, Emergency Procedures, and Defensive Driving.

**Associate and RTAP Liaison
RLS & Associates, Inc.**

Nov 2013 – Feb 2017

I was the in-state Program Liaison and lead trainer for the New Hampshire and Massachusetts RTAP Programs. As lead trainer I instructed in a variety of DOT required training areas including: Passenger Assistance and Refresher; Emergency Procedures; Defensive Driving; Pre-Trip Inspections; Drug & Alcohol Reasonable Suspicion Referral and several customer service based topics. I scheduled all trainings and coordinated with RLS contracted trainers to ensure that required trainings were available at regional training sites throughout New Hampshire and Massachusetts. In addition I was responsible for state DOT technical assistance compliance reviews for FTA Drug and Alcohol programs in NC, WI, VA, and NH and several 5311 DOT compliance reviews in NH.

I served as interim transportation director for Southwestern Community Services, Inc. in 2016 when they agreed to take on the responsibility for the only public transportation service in Sullivan County. This service had been abruptly shut down when another social service provider in the region ceased operations. In this transitional position I provided all of the traditional management activities of a transit manager as well as the additional responsibilities of repairing community relationships and improving the service image.

**Regional Transportation Coordinator
Community Action Program Belknap-Merrimack Counties, Inc.**

Sep 2013 – Nov 2013

- Responsible for assisting the Mid-State Regional Coordinating Council with collaborative initiatives that enhance transportation options in the Mid-State region.

- Performed outreach activities to engage stakeholders and educate the public.
- Served as the liaison to state and local transit groups.
- Facilitated transportation coordination among public, private, and volunteer transit providers and stakeholders to enhance options for consumers.
- Marketed transportation services available to the Mid-State Region residents.
- Organized and completed local and regional needs assessments to identify unmet transportation needs.
- Reviewed barriers to transportation in the Mid-State Region and made recommendations to resolve issues.
- Assisted with organizing and carrying out the activities of the Mid-State RCC sub-committees. Assisted with the facilitation of meetings as assigned.

Mobility Manager

Sept 2010 – Sep 2013

Community Action Program Belknap-Merrimack Counties, Inc.

- Promoted, enhanced and facilitated access to transportation services, including integration and coordination of services for individuals with disabilities, older adults, individuals with low English proficiency, low income individuals and the general public.
- Provided coordinated services to human service organizations, including individualized travel training and trip planning activities for customers.
- Advocated and promoted the use of the WTS, CAT, and RTS transit systems with the general public, the business community, and human service organizations.
- Researched, secured, and managed grant funding and donations to support transportation services.
- Maintained close working relationships with all passenger transit providers in the region to improve ride referrals and collaboration of existing resources.
- Worked to improve access to jobs and employment support services by identifying and reducing barriers preventing use of transportation.
- Assisted in the development of transportation resources information including, but not limited to, bus schedules, resource manuals, brochures, Web pages, and signage improvements.
- Presented transportation resource information at community events and conferences.
- Conducted outreach to community organizations to identify unmet needs.

- Provided monthly training to transportation staff on topics including customer service, disability awareness and dealing with difficult passengers.

Independent Living Services Director Jan 2002 – Aug 2010
Granite State Independent Living

- Responsible for the supervision and day to day activities of the Independent Living Services case management program. These services included peer support and counseling, skills training, and advocacy.
- Responsible for the overall management of the Home Access/Modifications, Adaptive Equipment program, funded by grants and individual donations.
- Developed and managed a travel training initiative to assist individuals with disabilities gain better access to public transportation.
- Provided disability awareness, people first language, and customer service trainings to staff, community groups and transit providers.
- Secured funding for new and on-going programs, including grant writing and reporting.
- Supervised, coached, and evaluated a service delivery staff comprised of diverse personalities, (including staff located off-site), assuring the quality and consistency of services which were provided.
- Promoted the use of GSIL services through outreach, to the general public, other service providers and professionals. Supervised the development of brochures, presentation materials and other tools to assist with outreach efforts.
- Developed new services in response to needs evidenced in the market place. Assessed the needs of the community, and conducted an annual evaluation of consumer satisfaction with services.
- Responsible for the preparation of quarterly and annual reports and budgets.

Financial Case Manager
MIMS/Community and Vocational Outreach Worker 1996 –2001
White Mountain Mental Health and DD Services

- Assessed financial needs of individuals and assisted them in enhancing, securing, and maintaining State and Federal benefits.
- Served as a resource for other program staff handling benefits for consumers.
- Maintained personally supportive relationships with individuals and their families, without encouraging unnecessary dependence.
- Interfaced effectively with community supports on behalf of the client.

- Coordinated and implemented treatment plans for mental health consumers and their families.
- Resolved routine client needs and problems in the community independently.

EDUCATION

- Certified Community Transit Manager (CCTM) through CCTA
- Certified in Advanced Mobility Device Securement through the National Transit Institute
- Certified in Comprehensive ADA Paratransit Eligibility through the National Transit Institute
- Certified in Advanced Practices in Paratransit Service through Easter Seals Project Action
- Certified as Lead Trainer through Q'Staint
- Certified as FTA Drug & Alcohol Reasonable Suspicion Referral Supervisor
- Certified Master Gardener through the UNH Cooperative Extension and active presenter for the Master Gardener Speakers Bureau
- Course work in Human Services Springfield College, Manchester, NH (2002-04) and New Hampshire Community Technical College (1997-2001)

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and Grafton County Senior Citizens Council, a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 10 Campbell Street, Lebanon, NH 03766.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is

understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance

certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized

representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In

the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

WITNESSED BY THE STATE OF NEW HAMPSHIRE
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of New Hampshire at Concord, New Hampshire, this _____ day of _____, 2015.

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

Grafton County Senior Citizens Council

Kathleen M. Vasconcelos

Signature

Date: 3-25-2020

Kathleen M. Vasconcelos

Type or Print Name

Executive Director

Title

State of New Hampshire, Department of Transportation

Patrick C. Herlihy

Signature

Date: 5/29/2020

Patrick C. Herlihy

Director

Aeronautics, Rail and Transit

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Allison B. Greenstein

Signature

Date: 6/4/2020

Allison Greenstein

Type or Print Name

Asst. Attorney General

Title

TRANSPORTATION VEHICLE AGREEMENT

Grafton County Senior Citizens Council

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services/Project Description
EXHIBIT C	Payment Terms
	Certificate of Good Standing
	Certificate of Corporate Vote
	Certificate of Insurance
	Federally Required Clauses
	2 CFR Part 200
	Financial Statement
	Board of Directors
	Key Personnel
	Resumes

EXHIBIT A
SPECIAL PROVISIONS

N/A

Grafton County Senior Citizens Council

EXHIBIT B

SCOPE OF SERVICES

PROJECT EQUIPMENT

Grafton County Senior Citizens Council

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
3	8x2 cutaway buses	TBD	\$207,041	\$175,984	\$15,528	\$15,528
	Total		\$207,041	\$175,984	\$15,528	\$15,528

PROJECT DESCRIPTION

B.1 Replacement 8x2 cutaway bus to provide demand-response transportation services for seniors and individuals with disabilities in the Plymouth area, based out of the Plymouth Regional Senior Center, serving the towns of Plymouth, Ashland, Holderness, Campton, Thorton, Rumncy, Wentworth, Warren, Ellsworth, and Waterville Valley. Transportation services will provide access to: medical services that include dental, behavioral health, physical/occupational therapy, pharmaceuticals, shopping, social events and access to senior centers.

B.2 Replacement 8x2 cutaway bus to provide demand-response transportation services for seniors and individuals with disabilities in the Littleton area, based out of the Littleton Area Senior Center, serving the towns of Littleton, Bethlehem, Franconia, Lisbon, Lyman, Landaff, Sugar Hill, Monroe, and Easton. Transportation services will provide access to: medical services that include dental, behavioral health, physical/occupational therapy, pharmaceuticals, shopping, social events and access to senior centers..

B.3 Replacement 8x2 cutaway bus to provide demand-response transportation services for seniors and individuals with disabilities in the Upper Valley area, based out of the Upper Valley Senior Center, serving the towns of Lebanon, Hanover, Enfield and Plainfield. Transportation services will provide access to medical services that include dental, behavioral health, physical/occupational therapy, pharmaceuticals, shopping, social events and access to senior centers.

EXHIBIT C

PAYMENT TERMS

Grafton County Senior Citizens Council

N/A

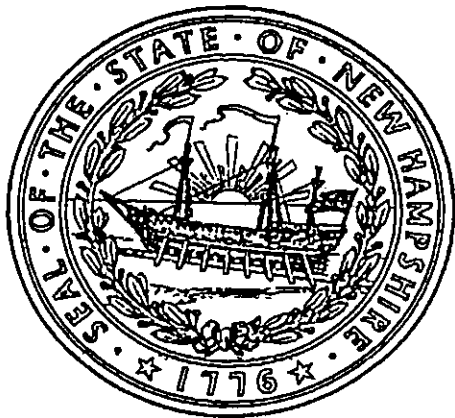
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65677

Certificate Number: 0004882138



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective July 24, 2018.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Kathleen Vasconcelos is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

MARCH 25, 2020
(Date)

Kathleen Vasconcelos
Officer-Title VICE PRESIDENT

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On MARCH 25, 2020, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the VICE PRESIDENT ~~Clerk/Secretary~~ of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Carla J. Allen
Notary Public/Justice of the Peace

Date of expiration:

Carla J. Allen
Notary Public, State of New Hampshire
My Commission Expires Nov. 6, 2024



GRAFCOU-01

ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2019

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

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

PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: Janice Huntley	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: jhuntley@kinneypike.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Massachusetts Bay Ins Co		22306
INSURER B : Citizens Ins. Co. of America		31534
INSURER C : Hanover Insurance Company		22292
INSURER D : Wesco Insurance Company		25011
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZBV-8862911-09	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
3	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV8808402-09	10/25/2019	10/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$			UHV 8882696-09	10/25/2019	10/25/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WWC3379105	11/13/2019	11/13/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Commercial Property			ZBV-8862911-09	10/25/2019	10/25/2020	Ded \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory Coverage applies in NH & FL. Robert Muh, Flora Moyer and Lawrence Kelly are Excluded Officers.

The State of NH Department of Transportation is named additional insured with respect to general liability to the extent required in executed written contract.

CERTIFICATE HOLDER


CANCELLATION

State of New Hampshire Department of Transportation
1 Hazen Drive, PO Box 483
Concord, NH 03302-0483

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

Janice Delisle



SFY 2020 5310 Capital 3

Rolling Stock

\$ 200,000

Non-Competitive Quotation



pmaybennett
paula.bennett@dot.nh.gov

New Hampshire DOT
7 Hazen Dr
Concord, New Hampshire 03301
(603) 271-3734

<https://www.nh.gov/dot/>



Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey Contractor (manufacturer) shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-

65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offers will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award. (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications


GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Grafton County Senior Citizens Council, Inc.

Signature of Authorized Official  Date 3/25/2020

Name and Title of Contractor's Authorized Official Kathleen M. Vasconcelos, Executive Director

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Kathleen M. Vasconcelos Executive Director, hereby certify (Name and title of official)
On behalf of Grafton County Senior Citizens Council, Inc. (Name of Bidder/Company Name)

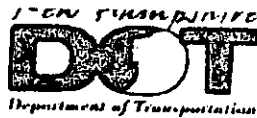
- o No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- o If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Grafton County Senior Citizens Council, Inc.
Type or print name Kathleen M. Vasconcelos
Signature of Authorized representative [Signature] Date 3/29/2020
Signature of notary and SEAL [Signature]

Carla J. Allen
Notary Public, State of New Hampshire
My Commission Expires Nov. 6, 2024



Contract Agreement
New Hampshire Department of Transportation
And
Grafton County Senior Citizens Council, Inc.

The Subrecipient, Grafton County Senior Citizens Council, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Grafton County Senior Citizens Council, Inc.**
Subrecipient DUNS number: **028411510**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Section 5310 Capital** Federal Award Date: **TBD**

Period of Performance:
FFY: 2019 Start Date: 10/1/19 End Date: 9/30/20

Federal Funds Obligated by the Action:
For SFY: 2020 Section: 5310 Capital Amount: \$175,984.00

Total Amount of Federal Funds Obligated to Subrecipient:
For SFY: 2020 Section: 5310 Capital Amount: \$ \$175,984.00

Total Amount of Federal Award:
Section: 5310 RCC Amount: \$ \$175,984.00
Catalog of Federal Domestic Assistance (CDFA) number: 20.513 FFY: 2019

Federal Award Project Description: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM
(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS
September 30, 2018 and 2017

SINGLE AUDIT REPORTS
September 30, 2018

TABLE OF CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statement of Activities, Year Ended September 30, 2018 With Comparative Totals for the Year Ended September 30, 2017	4
Statement of Functional Expenses for the Year Ended September 30, 2018 With Comparative Totals for the Year Ended September 30, 2017	5
Statements of Cash Flows	6
Notes to Financial Statements	7-15
GOVERNMENT AUDITING STANDARDS AND SINGLE AUDIT ACT REPORTS AND SCHEDULES	
INDEPENDENT AUDITOR'S REPORT on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	16-17
INDEPENDENT AUDITOR'S REPORT on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	18-19
Schedule of Findings and Questioned Costs	
Section I – Summary of Auditor's Results	20
Section II - Financial Statement Findings – None	20
Section III – Federal Award Findings and Questioned Costs – None	20
Schedule of Expenditures of Federal Awards	21
Notes to Schedule of Expenditures of Federal Awards	22

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2018 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2018 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Grafton County Senior Citizens Council, Inc's 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 15, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 11, 2019, on our consideration of Grafton County Senior Citizens Council, 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 solely 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 the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.



Rowley & Associates, P.C.
Concord, New Hampshire
February 11, 2019

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENTS OF FINANCIAL POSITION
 September 30, 2018 and 2017
 See Independent Auditor's Report

ASSETS	2018	2017
CURRENT ASSETS		
Cash, unrestricted	\$ 34,767	\$ 11,703
Cash, board designated	37,284	23,764
Cash, temporarily restricted	5,306	978
Investments	391,703	365,725
Accounts receivable	1,249	1,367
Grants receivable	177,904	239,527
Inventories	24,378	23,879
Prepaid expenses	13,313	6,750
	685,904	673,693
 LAND, BUILDING AND EQUIPMENT, at cost		
Land, buildings and improvements	3,136,484	3,059,101
Equipment	226,451	236,439
Vehicles	577,032	577,032
	3,939,967	3,872,572
Accumulated depreciation	(1,762,695)	(1,651,050)
	2,177,272	2,221,522
 LONG-TERM ASSETS		
Investments, Endowment	392,274	290,885
	3,255,450	3,186,100
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	66,465	52,435
Accrued expenses	128,019	117,988
Line of credit	-	45,000
Security deposits	325	325
	194,809	215,748
 NET ASSETS		
Unrestricted		
Operating	45,835	67,478
Board designated	609,530	477,675
Investment in fixed assets	2,177,272	2,221,522
	2,832,637	2,766,675
Temporarily restricted	16,273	978
Permanently restricted	211,731	202,699
	3,060,641	2,970,352
 Total Liabilities and Net Assets	 \$ 3,255,450	 \$ 3,186,100

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2018
With Comparative Totals For Year Ended September 30, 2017
See Independent Auditor's Report

	2018			2017	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Memorandum Total	Memorandum Total
SUPPORT, REVENUES AND GAINS					
SUPPORT					
Contributions:					
Local government agencies	\$ 358,343	\$ -	\$ -	\$ 358,343	\$ 365,422
Senior center activities and fundraising	51,551	-	-	51,551	70,040
Program participant	238,787	-	-	238,787	239,267
General contributions and other	514,385	132,117	-	646,502	604,850
Contributions, non-cash	304,133	-	-	304,133	738,252
Special events	33,664	-	-	33,664	31,660
Bequests	133,430	-	-	133,430	105,603
United Way agencies	-	31,209	-	31,209	32,080
Governmental programs and fees for contract services	2,125,313	-	-	2,125,313	2,035,397
	<u>3,759,606</u>	<u>163,326</u>	<u>-</u>	<u>3,922,932</u>	<u>4,222,571</u>
REVENUES AND GAINS					
Rental	18,691	-	-	18,691	22,305
Gain on sale of fixed assets	-	-	-	-	6,908
Interest and dividends	15,333	-	5,267	20,600	15,328
Net realized and unrealized gains investments and Endowment	22,443	-	7,718	30,161	35,188
	<u>56,467</u>	<u>-</u>	<u>12,985</u>	<u>69,452</u>	<u>79,729</u>
TOTAL SUPPORT, REVENUES AND GAINS	<u>3,816,073</u>	<u>163,326</u>	<u>12,985</u>	<u>3,992,384</u>	<u>4,302,300</u>
Net Assets Released From Donor Imposed Restrictions	151,984	(148,031)	(3,953)	-	-
EXPENSES					
PROGRAM SERVICES					
Senior transportation	631,176	-	-	631,176	659,654
Nutrition programs	2,102,937	-	-	2,102,937	2,086,133
Social services programs	114,285	-	-	114,285	114,731
Service Link	362,721	-	-	362,721	381,527
RSVP programs	110,291	-	-	110,291	106,562
Senior center activities	74,832	-	-	74,832	72,179
	<u>3,396,242</u>	<u>-</u>	<u>-</u>	<u>3,396,242</u>	<u>3,420,786</u>
SUPPORTING SERVICES					
Management and general	455,220	-	-	455,220	405,466
Fundraising	50,633	-	-	50,633	45,050
	<u>505,853</u>	<u>-</u>	<u>-</u>	<u>505,853</u>	<u>450,516</u>
TOTAL EXPENSES	<u>3,902,095</u>	<u>-</u>	<u>-</u>	<u>3,902,095</u>	<u>3,871,302</u>
NET INCREASE IN NET ASSETS	65,962	15,295	9,032	90,289	430,998
NET ASSETS, BEGINNING OF YEAR	2,766,675	978	202,699	2,970,352	2,539,354
NET ASSETS, END OF YEAR	<u>\$ 2,832,637</u>	<u>\$ 16,273</u>	<u>\$ 211,731</u>	<u>\$ 3,060,641</u>	<u>\$ 2,970,352</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ending September 30, 2018
 (With Comparative Totals for the Year Ended September 30, 2017)
 See Independent Auditor's Report

	PROGRAM SERVICES						SUPPORT		MEMORANDUM TOTALS		
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2018	2017
Salaries and wages	\$ 298,929	\$ 750,515	\$ 84,987	\$ 244,223	\$ 79,594	\$ -	\$ 1,458,248	\$ 241,503	\$ 26,834	\$ 1,726,585	\$ 1,643,788
Payroll taxes	22,690	56,694	6,350	18,393	5,989	-	110,116	18,195	2,022	130,333	124,971
Fringe benefits	23,686	78,549	12,893	25,537	8,088	-	148,753	20,417	2,269	171,439	189,602
Travel	8,121	54,594	2,224	20,879	6,323	966	93,107	4,154	462	97,723	85,335
Supplies	6,053	125,394	283	6,518	1,444	6,216	145,908	8,195	911	155,014	142,731
Food and beverages	-	423,957	-	-	-	-	423,957	-	-	423,957	365,245
Donated food and beverage	-	287,562	-	-	-	-	287,562	-	-	287,562	388,239
Rent and utilities	24,557	105,210	1,217	17,567	-	-	148,551	3,351	425	152,327	144,247
Vehicle expense	94,754	-	-	-	-	-	94,754	-	-	94,754	101,150
Postage	676	3,418	35	1,452	755	396	6,732	3,458	384	10,574	9,020
Repairs and maintenance	20,198	107,068	1,133	3,745	-	1,179	133,323	24,979	2,775	161,077	143,573
Telephone and internet	3,589	14,614	447	5,355	742	-	24,747	495	55	25,297	27,217
Professional Fees	-	3,750	-	1,451	-	26,190	31,391	71,514	7,946	110,851	84,656
Bank and investment fees	18	756	1	30	-	5	810	7,625	847	9,282	6,642
Interest expense	-	-	-	-	-	-	-	1,154	128	1,282	1,807
Dues and subscriptions	630	690	131	186	64	411	2,112	1,912	212	4,236	4,104
Insurance	28,556	45,793	3,138	11,602	3,247	-	92,336	13,507	1,501	107,344	138,314
Marketing/public relations	1,274	3,225	633	961	353	1,018	7,464	5,189	577	13,229	8,622
Staff development	3,179	2,484	117	1,124	762	-	7,666	5,034	559	13,259	9,784
Printing and copying	92	468	3	349	76	162	1,150	1,546	172	2,868	2,103
Volunteer recognition	250	834	17	-	50	490	1,641	244	27	1,912	3,001
Miscellaneous expenses	100	157	1	355	122	375	1,110	1,715	191	3,015	4,037
Depreciation	93,427	36,624	587	251	-	-	130,889	11,330	1,259	143,478	177,337
Fundraising	297	581	88	2	-	824	1,792	1,770	197	3,759	8,035
Website costs	-	-	-	-	1,535	-	1,535	7,894	877	10,306	17,376
Other program expenses	-	-	-	2,741	1,147	1,443	5,331	-	-	5,331	10,647
Senior activity expense	100	-	-	-	-	35,157	35,257	40	4	35,301	29,719
Total Expenses	\$ 631,176	\$ 2,102,937	\$ 114,285	\$ 362,721	\$ 110,291	\$ 74,832	\$ 3,396,242	\$ 455,220	\$ 50,633	\$ 3,902,095	\$ 3,871,302

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENTS OF CASH FLOWS
 For the Years Ended September 30, 2018 and 2017
 See Independent Auditor's Report

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	\$ 90,289	\$ 430,998
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	143,478	177,337
Contributions of fixed assets	-	(343,808)
Net (gain) on realized & unrealized investments & Endowment	(31,318)	(35,188)
Change in cash restricted	(4,328)	10,453
(Increase) decrease in operating assets:		
Accounts receivable	118	19,298
Grants receivable	61,623	(10,383)
Inventories	(499)	(3,583)
Deposits	-	18,734
Prepaid expenses	(6,563)	17,779
Increase (decrease) in operating liabilities:		
Accounts payable	14,030	7,151
Accrued expenses	10,031	6,691
Deferred revenue	-	-
Net cash provided by operating activities	<u>276,861</u>	<u>295,479</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	38,001	59,920
Purchases of investments and Endowment	(134,050)	(158,892)
Cash paid for purchases of fixed assets	<u>(99,228)</u>	<u>(176,718)</u>
Net cash used by investing activities	<u>(195,277)</u>	<u>(275,690)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net payments on line of credit	<u>(45,000)</u>	<u>(30,000)</u>
Net increase (decrease) in unrestricted cash	36,584	(10,211)
Unrestricted cash, beginning of year	<u>35,467</u>	<u>45,678</u>
Unrestricted cash, end of year	<u>\$ 72,051</u>	<u>\$ 35,467</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 1,282</u>	<u>\$ 1,807</u>
Non cash contributions	<u>\$ 304,133</u>	<u>\$ 738,252</u>
Cost of fixed assets acquired	99,228	520,526
Donation of fixed assets	-	343,808
Net cash paid for fixed assets	<u>\$ 99,228</u>	<u>\$ 176,718</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2018 and 2017

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2018 and 2017, respectively.

C. USE OF 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 and disclosures. Accordingly, actual results could differ from those estimates.

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT PRESENTATION

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2018 and 2017

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. IN-KIND CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2018 and 2017 amounted to 76,264 and 73,431 hours, respectively. If valued at the New Hampshire minimum wage of \$7.25 per hour the contributed services would total \$552,914 and \$532,375, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2018 contributed food, supplies, and fixed assets were \$287,563, \$16,570 and \$0, respectively. For the year ended September 30, 2017 contributed food, supplies, and fixed assets were \$388,239, \$6,205 and \$343,808, respectively, respectively.

G. INCOME TAXES

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

H. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

I. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2018 and 2017.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	<u>Years</u>
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2018 and 2017 was \$143,478 and \$177,337, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2018 and 2017, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 11, 2019, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are unrestricted, board designated. Investments were comprised of the following:

	<u>2018</u>	<u>2017</u>
Investments:		
Money Markets	\$ 14,822	\$ 10,993
Bond Mutual Funds	175,669	168,266
Equity Mutual Funds	-	-
ETFs	<u>216,032</u>	<u>197,459</u>
	406,525	376,718
Less amounts included in cash	<u>(14,822)</u>	<u>(10,993)</u>
Total	<u>\$391,703</u>	<u>\$365,725</u>

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

	<u>2018</u>	<u>2017</u>
Investment, Endowment		
Money Markets	\$ 22,462	\$ 12,771
Bond Mutual Funds	180,572	138,327
ETFs	<u>211,702</u>	<u>152,558</u>
	414,736	303,656
Less amounts included in cash	<u>(22,462)</u>	<u>(12,771)</u>
Total	<u>\$392,274</u>	<u>\$ 290,885</u>

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds" (FASB ASC Topic 958-205).

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- 1) The duration and preservation of the various funds
- 2) The purposes of the donor-restricted endowment funds
- 3) General economic conditions
- 4) The possible effect of inflation and deflation
- 5) The expected total return from income and the appreciation of investments
- 6) Other resources of the Organization
- 7) The investment policies of the Organization

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 45% fixed income and 5% cash and cash equivalents.

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2018 and 2017 are as follows:

	<u>Board Designated</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, September 30, 2016	\$ 90,773	\$ 138,829	\$ 229,602
Net, contributions/withdrawals	(8,273)	54,032	45,759
Investment income	2,751	3,984	6,735
Net appreciation	7,621	7,326	14,947
Withdrawals in accordance with spending policy	<u>(4,686)</u>	<u>(1,472)</u>	<u>(6,158)</u>
Endowment net assets, September 30, 2017	<u>\$ 88,186</u>	<u>\$ 202,699</u>	<u>\$ 290,885</u>
Net, contributions/withdrawals	85,322	-	85,322
Investment income	4,349	5,267	9,616
Net appreciation	7,433	7,718	15,151
Withdrawals in accordance with spending policy	<u>(4,747)</u>	<u>(3,953)</u>	<u>(8,700)</u>
Endowment net assets, September 30, 2018	<u>\$ 180,543</u>	<u>\$ 211,731</u>	<u>\$ 392,274</u>

5. CONCENTRATION OF CREDIT RISK

At September 30, 2018 and 2017, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2018 and 2017, the Organization had no uninsured cash balances, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

6. LINE OF CREDIT

The Council has a \$200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires March 15, 2019. The interest rate at September 30, 2018 and 2017 was 3.75% and 4.25%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2018 and 2017 was \$0 and \$45,000, respectively.

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2018 and 2017, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. In June 2017 the lease was extended two years and expires in June 2019. During the years ended September 30, 2018 and 2017, respectively, the Council expensed rent in the amount of \$15,529 and \$15,189 related to the lease, respectively.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2018 and 2017, respectively, the Council expensed rent in the amount of \$12,035 related to this lease.

In October 2017 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in October 2018. During the years ended September 30, 2018 and 2017, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2018 the Council renewed a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2019. During the years ended September 30, 2018 and 2017, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. In lieu of rent the Council maintains the utility and custodial costs of operating the Grange Hall.

Future minimum lease payments on the above leases as of September 30 are:

2019	\$ 20,100
2020	4,200
2021	4,200
2022	4,200
2023	4,200
Thereafter	<u>53,200</u>
	<u>\$ 90,100</u>

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2018:

Federal and State Funded Contracts, Grants and Programs	\$2,125,313
Percentage of Total Support and Revenues	53%

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	<u>2018</u>	<u>2017</u>
Investment reserve	\$ 194,404	\$ 177,277
Mascoma area reserve	21,424	20,097
Plymouth reserve	9,161	8,585
Littleton reserve	144,169	135,636
Horse Meadow reserve	37,367	35,123
GCSCC Endowment fund	<u>203,005</u>	<u>100,957</u>
Total board designated net assets	<u>\$ 609,530</u>	<u>\$ 477,675</u>

Temporarily restricted net assets consist of the following at September 30:

	<u>2018</u>	<u>2017</u>
Bus Fund	\$ 500	\$ -
Hypertherm HOPE Foundation	4,250	-
Basket Raffle	556	978
United Way receivable	4,406	-
UVLSRPC	<u>6,561</u>	<u>-</u>
Total temporarily restricted net assets	<u>\$ 16,273</u>	<u>\$ 978</u>

Permanently restricted net assets consist of the following at September 30:

	<u>2018</u>	<u>2017</u>
Clapper Memorial Fund	\$ 34,180	\$ 32,538
Jean Clay fund	<u>177,551</u>	<u>170,161</u>
Total temporarily restricted net assets	<u>\$ 211,731</u>	<u>\$ 202,699</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2018 and 2017

11. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
<u>2018</u>			
Investments	\$ 783,977	\$ 783,977	\$ -
Accounts receivable	1,249	-	1,249
Grants receivable	<u>177,904</u>	<u>-</u>	<u>177,904</u>
	<u>\$ 963,130</u>	<u>\$ 783,977</u>	<u>\$ 179,153</u>
 <u>2017</u>			
Investments	\$ 656,610	\$ 656,610	\$ -
Accounts receivable	1,367	-	1,367
Grants receivable	<u>239,527</u>	<u>-</u>	<u>239,527</u>
	<u>\$ 897,504</u>	<u>\$ 656,610</u>	<u>\$ 240,894</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

12. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

13. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2018 and 2017 in the amounts of \$87,802 and \$80,830, respectively.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 11, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control.

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

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

Compliance and Other Matters

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

Purpose of this Report

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



Rowley & Associates, P.C.
Concord, New Hampshire
February 11, 2019

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2018. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

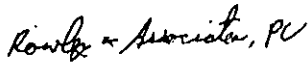
Report on Internal Control over Compliance

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

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

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

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



Rowley & Associates, P.C.
Concord, New Hampshire
February 11, 2019

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2018

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were:
 - Federal Program Cluster:
 - Title IIIB, Supportive Services and Senior Center 93.044
 - Title IIIC, Nutrition Services 93.045
 - Nutrition Services Incentive Program – Food Distribution 93.053
8. The threshold used for distinguishing between Type A and B programs was: \$750,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 Year Ended September 30, 2018

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal CFDA #</u>	<u>Federal Expenditures</u>
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 194,529
Title IIIC, Nutrition Services Incentive Program	93.045	476,722
Nutrition Services Incentive Program - Food Distribution	93.053	<u>131,758</u>
TOTAL AGING-CLUSTER		<u>803,009</u>
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
<i>Direct Program</i>		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	90,517
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title XX, Social Services Block Grant	93.667	<u>184,380</u>
TOTAL OTHER PROGRAMS		<u>274,897</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u>\$ 1,077,906</u>

The accompanying notes are an integral part of this schedule

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2018

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 – INDIRECT COST RATE

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

VEHICLE MAINTENANCE PLAN

Incorporating transportation services, GCSCC strives to develop, strengthen, and provide programs and services that support the health, dignity and independence of older adults and adults with disabilities. To assure proper care and longevity of vehicles, the Preventive Maintenance (PM) plan and schedules listed below are followed. The Preventive Maintenance Plan & Schedule is designed to provide an adequate level of Preventive Maintenance for all fleet vehicles.

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

The Federal Transit Administration (FTA) and NHDOT - Bureau of Rail & Transit require a written Vehicle Maintenance Plan (VMP) that will be followed to ensure vehicles are maintained to a high-quality standard to function efficiently throughout each vehicle's useful life without major failure, excessive road calls, or lengthy downtime. A well-maintained fleet is essential to providing a safe ride to participants.

VEHICLE PREVENTIVE MAINTENANCE SCHEDULE

Based on the manufacturer's recommendations, a universal PM schedule has been developed for the fleet that is well within the limits suggested for each individual vehicle's manufacturer.

Forms and Checklists: GCSCC uses pre-trip and post-trip inspection forms (Vehicle Inspection Reports) from J.J. Keller for van inspections. Pre and Post trip inspections are an important component of any preventive maintenance program. The inspections are one method of determining if the equipment is operating properly. These inspections are performed at the beginning and at the end of each vehicle service period. The inspection form includes the inspection of wheelchair/lift ramps. The driver will note any malfunctions on the form. These forms are reviewed by site directors each day the vehicle is in transportation service. Additionally, items noted as deficiencies during an inspection are immediately reported to site directors. The local mechanic is contacted and the vehicle is scheduled for repairs. Site directors use the billing invoices to ensure the proper work was completed.

Warranties: GCSCC administration staff and site directors will work together to identify warranty repairs, record warranty claims, submit claims to the manufacturer, and follow up on unpaid claims. GCSCC's procedure for recovering warranty claims on Federal Transit Administration (FTA) funded equipment, including lifts, ramps, and other ADA equipment, is to work with the vendors and equipment manufacturers through verbal (telephone) and written (email, letters, and memos) communication to ensure that all warranty work and claims are honored in a timely fashion. All warranty work orders will be filed both onsite with the vehicle's folder as well as in GCSCC's administration office. An aggressive warranty recovery program ensures that the cost of the defects is borne properly by the equipment manufacturer.

Scheduled Service Intervals: The PM schedule documents services performed. The scheduled services address every component included in the manufacturer's warranty requirements schedule, including all safety equipment and ADA-accessibility equipment such as mobility device lifts. All services related to the vehicle must be documented on the work invoice even if there was no repair. This will ensure compliance with the PM schedule.

- Engine oil change at intervals of 4,000 miles
- Grease under carriage and suspension at intervals of 4,000 miles
- Check differential fluid level at intervals of 4,000 miles
- Change air filter yearly or as needed under heavy use
- Change transmission filter every 30,000 miles or as needed under heavy use
- Replace/repair tires as needed
- Check brakes every 4,000 miles and if at 25% or less, replace
- Check mobility device lift at every preventive maintenance scheduled service; clean and adjust as needed

Records Retention Requirement: Individual vehicle records, including procurement, maintenance, and repair records must be retained as long as the vehicle remains in transportation service, plus three years beyond disposition of the vehicle.

MOBILITY DEVICE LIFTS/RAMPS PM SCHEDULE

To achieve the goals and objectives of the agency and ensure proper care and longevity of ADA accessible equipment the following PM procedures listed below are followed. The PM plan is designed to provide an adequate level of Preventive Maintenance for all ADA-accessible equipment. The recommended intervals meet or exceed the manufacturers' recommendations.

The mobility device lift PM is addressed by the following:

1. Pre-trip inspections at the beginning of each service period and deployment of the lift by drivers, including mechanics when the vehicles are in for vehicle servicing.
2. Inspection by a manufacturer certified mechanic every 750 cycles.
3. New driver orientation and training on inspection and operation of the lift.

INSPECTIONS BY MANUFACTURER-CERTIFIED MECHANIC

The items listed below are to be inspected and normal maintenance procedures performed, and in the case of defects or excessive wear, will be replaced and or repaired.

- All pivot points
- All hinges

- Retaining devices (snap rings, nuts, washers, and flanges)
- Bridge plates
- Springs
- Latches
- Pressure plates and switches
- Hydraulic fluid
- Mounting bolts or screws
- Cycle lift so that it moves smoothly, no jerking or stopping
- Securement devices and belts
- Securement slots
- Test all lift operational overrides and lock out devices

VEHICLE CLEANING

GCSCC does not have a maintenance facility to regularly clean vehicles. Exterior cleaning is scheduled as needed by the Site Director based on visual inspection of the vehicle. Drivers will be authorized to utilize commercial spray booth washing as necessary to maintain the exterior of the vehicle and promote a clean presentation for the agency. During the warm weather months, drivers may wash vehicles by hand at senior center sites.

Each driver is required to maintain the interior of the vehicle that he or she is assigned at the conclusion of the trip. Drivers are responsible for keeping windows, stations, seats, and floor (including the mobility device securement track) clean at all times. Vacuums are provided on site, and cleaning time is built into the drivers' daily schedule.

VEHICLE STORAGE AND SAFETY

GCSCC requires all vehicles be stored onsite at the end of each day. The facilities are equipped with proper lighting and regularly patrolled by the local police. Proper storage also incorporates safety procedures such as no-exception brake setting and transmission-in-park requirements of drivers. Buses are required to park in designated spaces. Vehicle keys are kept on site.

SPARE VEHICLE / BACK-UP CAPACITY

In order to maintain scheduled services without disruption when regularly assigned vehicles are down for maintenance servicing or repair, GCSCC will maintain one vehicle as a spare whenever possible.

TRAINING

All drivers are trained and given a complete familiarization of the vehicle, including engine compartment, driver controls, and passenger safety devices. Drivers should be trained to recognize unusual noises and to communicate basic mechanical problems to the Site Director.

DATA COLLECTION and RECORDS

To achieve the goals and objectives of the agency and assure proper documentation, the agency will maintain a file on each vehicle that will consist of all PM, repairs, warranty repairs, and other work.

Site directors are responsible for ensuring maintenance repairs are completed and recorded in each vehicle file. Copies of all bills associated with repairs or preventive maintenance will be filed in the appropriate vehicle file. GCSCC administration offices will also have these files on hand.

The following list is the procedure for completing preventive maintenance work orders and record keeping:

1. All work performed shall be recorded on repair work orders and shall include the following information:
 - a. Vehicle name
 - b. Date
 - c. Make
 - d. Model
 - e. Year
 - f. Plate number
 - g. Odometer reading
 - h. List all parts and fluids used
 - i. Description
 - j. Parts price
 - k. Description of work performed
 - l. Record total labor time, parts, accessories, lubricants, and outside repairs
2. All repair orders shall be turned into billing staff on a weekly basis accompanied by any documentation in the procurement of parts pertaining to the repair order.
3. Invoices that do not pertain to repair orders must detail the purpose of the part.
4. Once the repair order has been processed, a hard copy shall be kept on site, as well as in GCSCC's administration office, in the vehicle's file.

RESPONSIBILITIES

Bus Drivers: The Bus Drivers' responsibilities are as follows:

1. Inspect the vehicle and complete the "J.J. Keller vehicle inspection report" before and after each use.
2. Inspect the mobility device/lift ramps to ensure they are working properly.
3. Normal maintenance items such as fluid levels, tire pressure, lights, vehicle cleanliness and any item that can be easily remedied by the driver will be completed immediately before putting the vehicle into service for the day.

4. Any equipment, engine or operational items that cannot be easily remedied should be reported immediately to the site director before putting the vehicle in operation for the day.
5. Schedule the vehicle for an oil change and check up every 4,000 miles.
6. Schedule the vehicle for a transmission filter change every 30,000 miles.
7. Schedule the vehicle to have the tires rotated and changed for the winter and summer seasons in April and November.
8. Report any other problems not on the vehicle inspection report to the site director.

Site Director: The Site Directors' responsibilities are as follows:

1. Inspect the vehicle on a weekly basis. An inspection log of such inspection is kept on site by the Site Director. This includes checking the daily inspection reports, checking the vehicle for cleanliness, and assisting the driver with any maintenance issues he/she might be having.
2. Assisting the driver with scheduling regular vehicle maintenance as required.
3. Keep individual vehicle record files including procurement, maintenance, and repair records.
4. Resolve any equipment, engine, or operational items as reported to him/her by the driver and determine if the vehicle is operational for the day.
5. Resolve any other problems with the vehicle as required.

Associate Director of Operations: The Associate Director of Operations' responsibilities are as follows: An inspection log of such inspection is kept on site by the site director

1. Physically inspect all vehicles monthly.
2. Review all daily inspection reports for compliance.
3. Review all maintenance schedules to ensure that they are in compliance with the vehicle maintenance requirements.
4. Review each vehicle record file to ensure all records are in compliance.

If the Site Director is unable to perform her or his responsibilities for any reason the Associate Director of Operations will perform those responsibilities and if the Associate Director of Operations is unable to perform his or her responsibilities for any reason the Executive Director will perform those responsibilities.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

Organizational / Community Affiliation

2019/2022

Year/ Committee	Term	Board Member	Year/ Committee	Term	Board Member
2018 – 2020 President	3 rd 2021	Larry Kelly Retired Atty, Orr & Reno, Dartmouth College	Finance Personnel	1st 2022	Bill Geraghty Retired HR Professional Dartmouth Hitchcock Medical Center
Executive Facilities					
2018 – 2020 Vice President	1 st 2020	Bob Muh Retired Atty, Grafton County Superior Court	Personnel (Chair)	2nd 2022	Carol Govoni President / CEO Clark's Trading Post Nursing / Library Science
Executive Governance (Chair) Marketing & Development					
2019 – 2020 Treasurer	3 rd 2020	Flora Meyer Retired Nurse Administrator, APD Memorial Hospital	Program Planning & Evaluation (Chair)	2nd 2021	Craig Labore, Administrator Grafton County Nursing Home
Finance (Chair)					
2018 – 2020 Secretary	1 st 2020	Martha Richards Retired Grafton County Commissioner	Strategic Planning	2nd 2022	Steve Marion Retired VP Regional Planning Dartmouth Hitchcock Medical Center
Strategic Planning Governance					
Facilities	3 rd 2022	Ralph Akins Design-Build Professional, Sole Operator, Former NH Legislator & Mayor City of Lebanon		1st 2022	Doug Menzies Retired Educator, former President & CEO Mercy Uihlein Health Corp. & Chenango Memorial Hospital
Member-at-Large	3 rd 2021	Patricia Bradv Retired, MIT Administrator		1st 2022	Natalie Murphy Retired Educator
Executive Governance					
Strategic Planning (Chair)	2nd 2022	Neil Castaldo Retired Attorney, Orr & Reno, OF Counsel, Health Law Focus	Finance Facilities	3 rd 2021	Frank Thibodeau President / COO Lease Security Systems LLC

Strategic Planning	1 st 2020	Ellen Thompson. Retired MS RN, Director of Care Management Dartmouth Hitchcock Medical Center			
Kathleen M. Vasconcelos, Executive Director Grafton County Senior Citizens Council, Inc. 10 Campbell St., PO Box 433 Lebanon, NH 03766 603-448-4897 (o), 301-318-2214 (c), 603-243-0216 (h) kvasconcelos@gcsc.org					



Key Personnel

Kathleen Vasconcelos

Executive Director

(603) 448-4897

kvasconcelos@gcsc.org

Salary: \$88,005

Carole Zangla

Associate Director, Programs

(603) 448-4897

czangla@gcsc.org

Salary: \$56,783

Michael King

Associate Director, Business Operations

(603) 448-4897

mking@gcsc.org

Salary: \$56,837

Kathleen M. Vasconcelos

SUMMARY OF SKILLS AND EXPERIENCE

Management:

- Association and nonprofit operations management.
- Development of strategic plans, annual budgets, and goals for a nonprofit organization.
- Collaboration with Board members and management to further the organization's mission and goals.
- Hiring and training of new staff members.
- Leading teams to achieve organizational goals.
- Management and implementation of programs and program evaluations.
- Leading regular staff meetings and planning sessions.
- Collaborative team player who develops and maintains relationships with colleagues at every level of the organization and throughout the industry.

Marketing and Communications:

- Writing grant applications and funding proposals.
- Preparing marketing and communications plans.
- Managing the creation of annual reports, newsletters, program reports, brochures, video scripts, research reports, and board minutes.
- Managing a communications calendar.
- Creation of presentations.
- Public speaking to audiences including Board members, donors, government entities, and the general public.
- Writing press releases for media outlets nationwide.
- Participation in media interviews with local and national outlets, including The Washington Post, ABC-7 in Washington, DC, Associated Press, and Reuters.
- Strategic use of social media, including Facebook, YouTube, Twitter, and LinkedIn, to promote the organization's mission and specific programs.

Development:

- Management of fundraising efforts, including major gifts and annual giving.
- Developing and maintaining relationships with high-level donors, to further the organization's mission, raise funds, and educate donors about programs.
- Creation of written requests for funding from individuals, foundations, corporations, and government entities.
- Preparing reports for donors to highlight program accomplishments and metrics.
- Development of strategic fundraising plans and the tactics to implement the plans.

WORK EXPERIENCE
Grafton County Senior Citizens Council, Inc.

10 Campbell Street, Lebanon, NH 03766

Executive Director

Aug. 2018 – Present

Aircraft Owners and Pilots Association (AOPA) Foundation

421 Aviation Way, Frederick, MD 21701

Senior Director, Foundation Communications

2017 – 2018

Vice President, Education and Operations

2011 – 2017

Director, Safety Education

2010 – 2011

Manager, Safety Education

2008 – 2010

Senior Research Analyst

1999 – 2003

Aircraft Owners and Pilots Association (AOPA)

421 Aviation Way, Frederick, MD 21701

Media and Public Relations Specialist

2005 – 2008

Research Assistant

1998 – 1999

WOOD Consulting Services, Inc.

7474 Greenway Center Drive, Suite 800, Greenbelt, MD 20770

Technical Editor (Federal Aviation Administration contract)

2003 – 2005

EDUCATION

Master of Science, Nonprofit and Association Management
University of Maryland University College, Adelphi, Maryland

2017

Bachelor of Arts, Communication Studies
University of Maryland University College, Adelphi, Maryland

2004

Bachelor of Science, Aeronautical Science
Embry-Riddle Aeronautical University, Daytona Beach, Florida

1997

OTHER

- Computer skills: Microsoft Office, Word Press, social media, Millennium fundraising software, Personify association management system
- Recreational pilot and flight instructor
- Germantown HELP food bank volunteer
- Capt. James E. Daly Elementary School PTA volunteer

2016-2018

2013-2018

Carole Zangla
269 Gilman Ave.
St. Johnsbury, VT 05819
(802) 535-2625

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILIATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank
 - * Responsible for volunteer coordination, marketing, recruiting, outreach, and training
- 2009-2011 - Caledonian-Record
 - *Position ended due to restructuring
- 2010 - Internship with Area Agency On Aging
 - *Worked with the elderly, completed intake, and conducted outreach
- 2008-2012- full-time student–Johnson State College
- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL
 - * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.
- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL
 - *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert’s Rules of Order and public disclosure.
- 2000-2004 Vice-President of Cape Coral Softball – FL
 - *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

MICHAEL J. KING

Resume

OBJECTIVE: To find a position matching my qualifications that can supplement my retirement income.

QUALIFICATIONS: . A senior retired executive with extensive national and global experience including financial management, manufacturing management, economic development management, government relations, economic development project funding, fund accounting, grants management, and administration. Including:

- 40 years senior management experience
- Extensive Financial management experience
- Extensive nonprofit management experience
- Extensive corporate/government relation experience
- Full responsibility for organizational profit and

EXPERIENCE:

November 2015 to Present – **Grafton County Senior Citizens Council – Lebanon NH**

Associate Director of Operations

Associate Director responsible for assisting the Executive Director in various aspects of operations including facilities management, financial management and other responsibilities as assigned.

2013 – 2015 **Municipal Resources Inc., Meredith, NH**

Municipal Resources Inc. Provides specifically tailored services to New England communities in the areas of Public Administration, Finance, Human Resources, Public Safety, Planning and Community Development, Schools, Assessing and other services that may be needed by communities.

Affiliated Consultant

Responsible for delivering project management and consultant services in the areas of Finance, Economic Development, Community Planning, and other community services as contracted and assigned.

1993 – 2013 **North Country Council, Bethlehem, NH**

North Country Council is a private non-profit regional planning agency working with over 51 towns in the North Country of New Hampshire in the fields of community and land use planning, economic development, environmental planning, transportation planning and municipal services. This is a non-profit organization funded by local, state and federal funds.

1999 – 2013 **Executive Director**

Total responsibility for the operations of North Country Council, managing a staff of 12, a budget of \$1,300,000 and the facility in Bethlehem, New Hampshire. Full P/L responsibility for the organization including project development, fund raising and public relations. Reports to the Board of directors and is responsible for board development.

Accomplishments:

- Dartmouth Regional Technology Center - This included the planning, funding, construction and operation management of 60,000 square foot technology incubator in partnership with Dartmouth College and the State of New Hampshire.
- Mountain View Grand Hotel – Funding and project support for the revitalization of this historic Grand Hotel.

Michael King..... (resume-continued)

1993 – 1999 Chief Financial Officer/Operations Manager
Directs all aspects of the administrative and financial management for the council managing the planning and engineering staff as well as overseeing all local and regional projects. Full budgetary and profit and loss responsibility.

Accomplishments:

- Created a financial and cash management system for the council that enabled the council to retire all of its operational debt.
- Successfully created a self-managed work team environment for the agency.

1976 - 1993 DIGITAL EQUIPMENT CORP., Maynard, MA
The leading worldwide supplier of networked computer systems, software and services with 1993 sales of \$14 billion, serving 200,000 customers in 95 countries and employing 110,000 staff.

Over the 16 years held numerous progressively responsible management positions with in the company at various sites throughout the world. Last position was the Group Manufacturing Manager with responsibility for seven manufacturing sites worldwide.

EDUCATION: **Boston College**
School of Management BSBA
Boston University
Management Development Program

AFFILIATIONS: **New Hampshire Business Finance Authority, New Market Tax Credit Board – 2010 - Present**

**New Hampshire Business Finance Authority
Board of Directors 2000 - 2013**
(Governor appointed position)

**New Hampshire Rail Transit Authority
Board of Directors 2010 – 2014**
(Governor appointed position)

**National Association of Development Organizations
Board of Directors 2004 – 2013**

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and Monadnock Adult Care Center, a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 22 North Street, Jaffrey, NH 03452.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers

authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller

General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

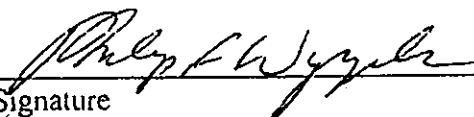
9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

WITNESSED AND SIGNED
this 12th day of
December 2015

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

Monadnock Adult Care Center

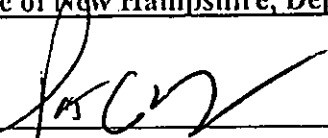

Signature

Date: 4/16/20

PHILIP WYZIK
Type or Print Name

CEO
Title

State of New Hampshire, Department of Transportation


Signature

Date: 5/21/2020

Patrick C. Herlihy
Type or Print Name
Director
Aeronautics, Rail and Transit

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.


Signature

Date: 10/4/2020

Allison Greenstein
Type or Print Name

Asst. Attorney General
Title

TRANSPORTATION VEHICLE AGREEMENT

Monadnock Adult Care Center

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services/Project Description
EXHIBIT C	Payment Terms
Certificate of Good Standing	
Certificate of Corporate Vote	
Certificate of Insurance	
Federally Required Clauses	
2 CFR Part 200	
Financial Statement	
Board of Directors	
Key Personnel	
Resumes	

EXHIBIT A
SPECIAL PROVISIONS
Monadnock Adult Care Center

N/A

EXHIBIT B

SCOPE OF SERVICES

PROJECT EQUIPMENT

Monadnock Adult Care Center

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
(2)	12x2 cutaway buses	TBD	\$147,165	\$125,091	\$11,037	\$11,037
	Total		\$147,165	\$125,091	\$11,037	\$11,037

PROJECT DESCRIPTION

B.1 Replacement of a 12x2 small cutaway bus to provide fixed route transportation services for seniors and individuals with disabilities in the Eastern Monadnock region encompassing Cheshire and Hillsborough Counties, based out of the Monadnock Adult Care Center, serving 16 towns in these rural communities. Transportation services will provide access to: medical, nutritional, and social services.

B.2 Replacement of a 12x2 small cutaway bus to provide fixed route transportation services for seniors and individuals with disabilities in the Eastern Monadnock region encompassing Cheshire and Hillsborough Counties, based out of the Monadnock Adult Care Center, serving 16 towns in these rural communities. Transportation services will provide access to: medical, nutritional, and social services

EXHIBIT C

PAYMENT TERMS

Monadnock Adult Care Center

N/A

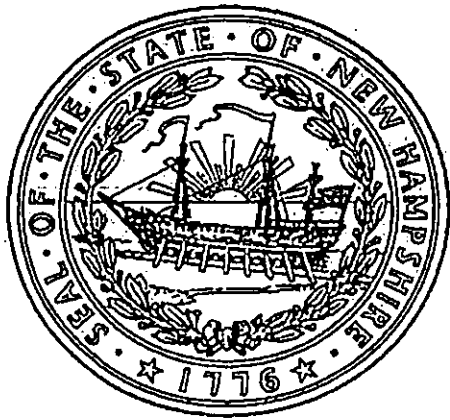
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0004888363



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, **Aaron Moody**, hereby certify that I am duly elected Secretary of Monadnock Family Services, I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on April 16, 2020, at which a quorum of the Directors were present and voting.

VOTED: That Philip Wyzik, CEO is duly authorized to enter into contracts or agreements on behalf of Monadnock Family Services with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgement be desirable or necessary to effect the purpose of this vote.

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

DATED: 4/22/20

ATTEST: *[Signature]* Board Secretary
(Name and Title)

STATE OF NH

COUNTY OF CHESHIRE

On this, the 22nd day of April, 2020, before me, Pamela Cadmus, the undersigned Officer, personally appeared, Aaron Moody, who acknowledged Himself to be the Secretary of Monadnock Family Services, a corporation, and that he, as such secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Aaron Moody.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Pamela S. Cadmus
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2020

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

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

PRODUCER Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054		CONTACT NAME: Patricia LeBlanc PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (868) 848-1223 E-MAIL ADDRESS: pleblanc@bbnhins.com	
INSURED Monadnock Family Services Inc 84 Main Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Hanover Insurance Company	NAIC # 22292
		INSURER B: Allmerica Financial Benefit Insurance Company	41840
		INSURER C: Technology Insurance Company, Inc.	42376
		INSURER D: Massachusetts Bay Insurance Company	22306
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	ZDV D360398-02	09/01/2019	09/01/2020	EACH OCCURRENCE - \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
J	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		AWW D360674-02	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV D360401-02	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3823009	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Human Services Professional Liability		ZDV D360398-02	09/01/2019	09/01/2020	Each Claim \$ 1,000,000 Aggregate \$ 3,000,000

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


General Liability: Certificate holder is an additional insured when required by written contract. Purpose: State of NH DOT provides Business Autos for Monadnock Family Services Inc.

CERTIFICATE HOLDER

CANCELLATION

State of NH DOT PO Box 483 Concord NH 03302	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 <i>Jake Bernier</i>
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



SFY 2020 5310 Capital 2

Rolling Stock

\$ 150,000

Non-Competitive Quotation



pmaybennett
paula.bennett@dot.nh.gov

New Hampshire DOT
7 Hazen Dr
Concord, New Hampshire 03301
(603) 271-3734

<https://www.nh.gov/dot/>



Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Bus Testing – Applicability – Rolling Stock/Turnkey Contractor (manufacturer) shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(f) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.) - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the

programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less; except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions. (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Personal Coach Family Services
Signature of Authorized Official *Philip W. Zick* Date 4/16/20
Name and Title of Contractor's Authorized Official _____

PHILIP W. ZICK CEO

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

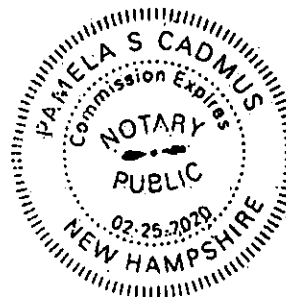
I, PHILIP WYRICK, hereby certify (Name and title of official)
On behalf of Moradach Family Services that: (Name of Bidder/Company Name)

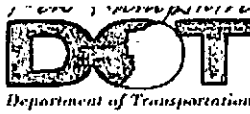
- o No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- o If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name MORADACH FAMILY SERVICES
 Type or print name PHILIP WYRICK
 Signature of Authorized representative [Signature] Date 4/10/20
 Signature of notary and SEAL [Signature] 4/10/2020





Contract Agreement
New Hampshire Department of Transportation
And
Monadnock Adult Care Center

The Subrecipient, Monadnock Adult Care Center, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: **Monadnock Adult Care Center**
Subrecipient DUNS number: **73966699**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Section 5310 Capital** Federal Award Date: **TBD**

Period of Performance:

FFY: 2019 Start Date: 10/1/19 End Date: 9/30/20

Federal Funds Obligated by the Action:

For SFY: 2020 Section: 5310 Capital Amount: \$125,091.00

Total Amount of Federal Funds Obligated to Subrecipient:

For SFY: 2020 Section: 5310 Capital Amount: \$125,091.00

Total Amount of Federal Award:

Section: 5310 Capital Amount \$125,091.00
Catalog of Federal Domestic Assistance (CDFA) number: 20.513 FFY: 2019

Federal Award Project Description: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

Financial Statements

MONADNOCK FAMILY SERVICES, INC.

FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2019 AND 2018

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 17

SUPPLEMENTARY INFORMATION

Schedule of Functional Revenues	18 - 20
---------------------------------	---------

To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 5, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 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.

*Leone, McDonald & Roberts
Professional Association*

October 31, 2019
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable:		
Client fees	309,150	190,060
Medicaid and Medicare	266,341	259,762
Insurance	84,409	60,994
Other	344,184	113,609
Allowance for doubtful accounts	(385,497)	(267,102)
Prepaid expenses	<u>103,587</u>	<u>57,163</u>
Total current assets	<u>1,851,503</u>	<u>1,668,127</u>
PROPERTY		
Furniture, fixtures and equipment	465,669	475,199
Vehicles	194,863	183,790
Building and leasehold improvements	<u>131,596</u>	<u>159,459</u>
Total	792,128	818,448
Less accumulated depreciation	<u>535,393</u>	<u>661,425</u>
Property, net	<u>256,735</u>	<u>157,023</u>
OTHER ASSETS		
Interest in net assets of Foundation	<u>1,029,832</u>	<u>828,482</u>
Total other assets	<u>1,029,832</u>	<u>828,482</u>
Total assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 163,631	\$ 69,235
Accrued salaries, wages, and related expenses	381,710	338,323
Refundable advance	320,093	461,097
Other current liabilities	65,875	65,521
Due to affiliates	<u>552,139</u>	<u>187,225</u>
Total liabilities	<u>1,483,448</u>	<u>1,121,401</u>
NET ASSETS		
Without donor restrictions	1,399,625	1,246,014
With donor restrictions	<u>254,997</u>	<u>286,217</u>
Total net assets	<u>1,654,622</u>	<u>1,532,231</u>
Total liabilities and net assets	<u>\$ 3,138,070</u>	<u>\$ 2,653,632</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2019 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Total</u>
CHANGES IN NET ASSETS				
Public support and revenue				
Program service fees	\$ 9,160,937	\$ -	\$ 9,160,937	\$ 8,447,297
Other public support	570,423	-	570,423	38,490
Federal funding	561,592	-	561,592	679,095
Donations	299,902	-	299,902	251,949
United Way	208,012	-	208,012	191,208
Local/County government	182,439	-	182,439	197,247
Program sales	87,739	-	87,739	72,424
Rental income	2,338	-	2,338	2,807
Net gain on beneficial interest in Foundation	186,638	14,712	201,350	194,494
Other income	<u>72,251</u>	<u>-</u>	<u>72,251</u>	<u>9,055</u>
	11,332,271	14,712	11,346,983	10,084,066
Net assets released from restriction	<u>45,932</u>	<u>(45,932)</u>	<u>-</u>	<u>-</u>
Total public support and revenue	<u>11,378,203</u>	<u>(31,220)</u>	<u>11,346,983</u>	<u>10,084,066</u>
Expenses				
Program services				
Children & adolescents	2,578,426	-	2,578,426	2,186,563
Multi-service team	1,767,386	-	1,767,386	1,507,656
ACT team	883,226	-	883,226	858,393
Maintenance	862,688	-	862,688	699,037
Other non-BBH	769,447	-	769,447	764,141
Emergency services/assessment	734,062	-	734,062	704,342
Older adult services	478,031	-	478,031	431,845
Community residence	462,577	-	462,577	439,231
Intake	269,475	-	269,475	262,311
Supportive living	176,066	-	176,066	174,787
Vocational services	169,095	-	169,095	116,884
Non-eligibles	163,183	-	163,183	148,998
Restorative partial hospital	38,151	-	38,151	52,123
Community education & training	10,276	-	10,276	56,446
Supporting activities				
Administration	<u>1,861,703</u>	<u>-</u>	<u>1,861,703</u>	<u>1,415,066</u>
Total expenses	<u>11,224,592</u>	<u>-</u>	<u>11,224,592</u>	<u>9,817,823</u>
CHANGES IN NET ASSETS	153,611	(31,220)	122,391	266,243
NET ASSETS, BEGINNING OF YEAR	<u>1,246,014</u>	<u>286,217</u>	<u>1,532,231</u>	<u>1,265,988</u>
NET ASSETS, END OF YEAR	<u>\$ 1,399,625</u>	<u>\$ 254,997</u>	<u>\$ 1,654,622</u>	<u>\$ 1,532,231</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 122,391	\$ 266,243
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	43,367	66,140
Change in allowance for doubtful accounts	118,395	(64,322)
Gain on beneficial interest in Foundation	(201,350)	(194,494)
(Increase) decrease in assets:		
Accounts receivable	(379,659)	(520)
Prepaid expenses	(46,424)	7,880
Increase (decrease) in liabilities:		
Accounts payable	94,396	(34,212)
Accrued salaries, wages and related expenses	43,387	34,113
Refundable advance	(141,004)	(111,714)
Other current liabilities	354	46,070
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(346,147)</u>	<u>15,184</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	364,914	48,753
Property and equipment additions	<u>(143,079)</u>	<u>(45,148)</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>221,835</u>	<u>3,605</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	(124,312)	18,789
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>1,253,641</u>	<u>1,234,852</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 1,129,329</u>	<u>\$ 1,253,641</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 987</u>	<u>\$ 422</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
PERSONNEL COSTS						
Salaries and wages	\$ 609,755	\$ 1,657,246	\$ 331,607	\$ 173,181	\$ 512,790	\$ 27,931
Employee benefits	105,198	408,429	60,659	44,477	104,744	5,591
Payroll taxes	44,876	121,249	24,070	13,146	37,525	2,028
PROFESSIONAL FEES						
Substitute staff	250	8,299	-	-	233	-
Audit fees	2,401	7,757	1,440	1,190	2,014	151
Legal fees	1,287	6,621	1,179	103	349	110
Other professional fees	154	38,695	-	-	-	20
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	26	932	10	13	8	-
In-service training	-	-	-	-	-	-
Conferences and conventions	3,592	6,623	931	236	2,157	-
Other staff development	1,007	1,409	256	191	294	-
OCCUPANCY COSTS						
Rent	45,311	145,252	20,495	16,656	32,015	32
Heating costs	-	-	-	-	-	-
Repairs and maintenance	391	275	190	135	279	3
Other occupancy costs	6,847	21,524	3,089	2,805	4,771	111
CONSUMABLE SUPPLIES						
Office supplies and equipment	5,641	7,523	1,241	1,436	2,046	109
Building and household	1,356	1,907	422	421	587	115
Educational and training	12	-	-	-	-	-
Food	228	7,028	528	242	135	-
Medical supplies	208	409	6,222	5	272	54
Other consumable supplies	12,570	37,008	7,023	5,797	10,588	708
DEPRECIATION	134	280	87	72	130	-
EQUIPMENT RENTAL	1,783	7,901	621	1,986	-	-
EQUIPMENT MAINTENANCE	762	2,289	454	399	622	30
ADVERTISING	351	653	218	42	72	5
PRINTING	271	477	105	102	151	46
TELEPHONE	7,974	25,035	5,105	3,994	10,214	657
POSTAGE	1,078	2,944	338	241	522	9
TRANSPORTATION						
Staff	1,775	34,785	7,594	200	5,875	137
Clients	19	-	158	-	35	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	6,241	3	2	90	-
INSURANCE						
Malpractice and bonding	3,271	6,624	1,574	410	2,973	52
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	4,019	12,986	2,412	1,993	3,371	254
MEMBERSHIP DUES	-	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	25	-	-	-	-
TOTAL FUNCTIONAL EXPENSES	<u>\$ 862,688</u>	<u>\$ 2,578,426</u>	<u>\$ 478,031</u>	<u>\$ 269,475</u>	<u>\$ 734,862</u>	<u>\$ 38,151</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	\$ 104,837	\$ 105,378	\$ 1,112,376	\$ 586,748	\$ 308,207	\$ 6,446
Employee benefits	27,945	28,751	259,007	90,840	67,432	2,415
Payroll taxes	7,581	7,753	81,321	41,949	23,019	438
PROFESSIONAL FEES						
Substitute staff	50	-	1,041	2	36	164,890
Audit fees	276	500	5,371	3,340	1,558	28
Legal fees	174	224	3,439	2,051	973	837
Other professional fees	-	-	72,266	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	1	6	426	103	277	2
In-service training	-	-	-	-	-	-
Conferences and conventions	1,577	1,054	12,813	1,472	174	1
Other staff development	50	417	879	173	285	-
OCCUPANCY COSTS						
Rent	17,999	8,908	68,486	73,936	7,982	362
Heating costs	-	-	-	-	-	-
Repairs and maintenance	19	58	363	456	1,192	2
Other occupancy costs	689	1,154	9,264	10,762	231	71
CONSUMABLE SUPPLIES						
Office supplies and equipment	249	195	7,875	2,438	1,361	36
Building and household	70	146	1,511	981	3,637	10
Educational and training	-	48	-	-	-	-
Food	196	66	2,461	708	22,919	2
Medical supplies	41	2	639	766	686	-
Other consumable supplies	1,470	2,532	28,127	16,259	7,548	177
DEPRECIATION						
	8	24	134	212	1,353	1
EQUIPMENT RENTAL						
	-	878	3,620	-	-	-
EQUIPMENT MAINTENANCE						
	65	169	1,364	1,024	501	6
ADVERTISING						
	11	336	545	457	60	4
PRINTING						
	18	51	484	233	36	15
TELEPHONE						
	2,067	1,579	27,319	15,999	7,370	112
POSTAGE						
	44	137	1,439	877	189	91
TRANSPORTATION						
Staff	2,471	1,707	35,457	12,858	593	63
Clients	-	-	205	1,560	266	-
ASSISTANCE TO INDIVIDUALS						
Client services	141	-	20,136	10,231	8	-
INSURANCE						
Malpractice and bonding	583	172	9,213	1,165	884	10
Vehicles	-	-	213	-	1,192	-
Comprehensive property and liability	463	836	8,992	5,591	2,608	47
MEMBERSHIP DUES						
	-	102	150	-	-	-
INTEREST EXPENSE						
	-	-	-	-	-	-
CONTRIBUTION EXPENSE						
	-	-	-	-	-	-
OTHER						
	-	-	450	35	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 169,095	\$ 163,183	\$ 1,767,386	\$ 883,226	\$ 462,577	\$ 176,066

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2019 Totals	2018 Totals
PERSONNEL COSTS						
Salaries and wages	\$ 6,918	\$ 415,514	\$ 5,958,934	\$ 659,630	\$ 6,618,564	\$ 5,901,725
Employee benefits	667	70,439	1,276,594	156,414	1,433,008	1,269,250
Payroll taxes	527	31,653	437,135	47,065	484,200	433,032
PROFESSIONAL FEES						
Substitute staff	-	-	174,801	-	174,801	204,618
Audit fees	-	2,349	28,375	2,025	30,400	38,099
Legal fees	-	738	18,085	3,624	21,709	15,081
Other professional fees	-	17,889	129,024	91,257	220,281	135,031
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	380	2,184	491	2,675	3,357
In-service training	-	-	-	-	-	492
Conferences and conventions	727	1,185	32,542	3,899	36,441	20,645
Other staff development	1,433	918	7,312	1,150	8,462	5,906
OCCUPANCY COSTS						
Rent	2	66,107	493,543	106,044	599,587	574,774
Heating costs	-	-	-	-	-	2,376
Repairs and maintenance	-	1,125	4,488	255	4,743	9,004
Other occupancy costs	-	4,233	65,551	26,123	91,674	87,789
CONSUMABLE SUPPLIES						
Office supplies and equipment	-	5,119	35,269	5,508	40,777	35,148
Building and household	-	2,258	13,421	1,168	14,589	9,895
Educational and training	-	-	60	-	60	500
Food	-	16,378	50,891	226	51,117	49,059
Medical supplies	-	1,498	10,802	-	10,802	11,977
Other consumable supplies	1	15,606	145,412	33,781	179,193	39,609
DEPRECIATION	-	18,967	21,402	21,965	43,367	66,140
EQUIPMENT RENTAL	-	-	16,789	1,860	18,649	19,520
EQUIPMENT MAINTENANCE	-	1,305	8,990	29,314	38,304	34,813
ADVERTISING	-	10,176	12,930	8,072	21,002	39,818
PRINTING	-	8,411	10,400	1,669	12,069	8,979
TELEPHONE	1	10,179	117,605	13,580	131,185	143,246
POSTAGE	-	2,776	10,685	1,649	12,334	12,561
TRANSPORTATION						
Staff	-	1,165	104,680	5,836	110,516	106,476
Clients	-	29,667	31,910	17	31,927	25,392
ASSISTANCE TO INDIVIDUALS						
Client services	-	1,429	38,422	-	38,422	44,196
INSURANCE						
Malpractice and bonding	-	808	27,739	697	28,436	42,401
Vehicles	-	3,576	4,981	-	4,981	4,079
Comprehensive property and liability	-	4,243	47,815	3,502	51,317	39,162
MEMBERSHIP DUES	-	852	1,104	2,226	3,330	3,759
INTEREST EXPENSE	-	-	-	987	987	422
CONTRIBUTION EXPENSE	-	-	-	600,000	600,000	325,000
OTHER	-	22,504	23,014	31,669	54,683	54,684
TOTAL FUNCTIONAL EXPENSES	\$ 10,276	\$ 769,447	\$ 9,362,889	\$ 1,861,703	\$ 11,224,592	\$ 9,817,823

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

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

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

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

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

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

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

Depreciation expense was \$43,367 and \$66,140 for the years ended June 30, 2019 and 2018, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

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

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

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

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 4).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). However, income from certain activities not directly related to the tax-exempt purpose is subject to taxation as unrelated business income. Under Internal Revenue Code Section 512, certain parking related expenses determined to be qualified transportation fringes are treated as an increase in the amount of unrelated business taxable income. As a result of these taxable fringes, a tax liability of \$7,203 has been recognized in the financial statements as of June 30, 2019. No tax liability was accrued for the year ended June 30, 2018.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

3. **AVAILABILITY AND LIQUIDITY**

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 1,129,329	\$ 1,253,641
Accounts receivable, net	618,587	357,323
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Total financial assets	<u>\$ 2,777,748</u>	<u>\$ 2,439,446</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 246,997	\$ 286,217
Less net assets with purpose and time restrictions to be met in less than a year	-	(45,932)
Beneficial interest in Foundation	<u>1,029,832</u>	<u>828,482</u>
Amounts not available within one year	<u>1,276,829</u>	<u>1,068,767</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,500,919</u>	<u>\$ 1,370,679</u>

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.38 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. **INTEREST IN NET ASSETS OF FOUNDATION**

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$1,033,171 and \$832,126 at June 30, 2019 and 2018, respectively. The cost basis of the Foundation's assets was \$971,974 and \$806,069 at June 30, 2019 and 2018, respectively.

5. **DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2020. The maximum amount available at June 30, 2019 and 2018 was \$250,000. At June 30, 2019 and 2018 the Interest rate was stated at 6.25% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on a yearly basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2019 and 2018 the interest rate was stated a 7% and 6.50%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

6. **NET ASSETS**

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Special Purpose Restrictions:		
Beneficial interest in Foundation	\$ 173,783	\$ 159,071
Timken contribution	-	45,932
Restricted in Perpetuity:		
Beneficial interest in Foundation	<u>81,214</u>	<u>81,214</u>
Total net assets with donor restrictions	<u>\$ 254,997</u>	<u>\$ 286,217</u>

Net assets released from net assets with donor restrictions are as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of Purpose Restrictions:		
Timken contribution	<u>\$ 45,932</u>	<u>\$ 18,687</u>
Total net assets released	<u>\$ 45,932</u>	<u>\$ 18,687</u>

7. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2019 and 2018 were \$50,204 and \$49,522, respectively.

8. **CONCENTRATION OF RISK**

For the years ended June 30, 2019 and 2018 approximately 73% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 26% and 42% of the total accounts receivable balances at June 30, 2019 and 2018, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 5.

9. **OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$618,239 and \$594,294 for the years ended June 30, 2019 and 2018, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 16,200
2021	15,270
2022	<u>9,560</u>
Total	<u>\$ 41,030</u>

See Note 10 for information regarding a lease agreement with a related party.

10. **RELATED PARTY TRANSACTIONS**

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

<u>Related Party</u>	<u>Function</u>
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance.
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to Affiliate

At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444 and \$123,853, respectively. At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$157,695 and \$63,372, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$576,250 and \$556,500 for the years ended June 30, 2019 and 2018, respectively.

Contribution

During the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000 and \$125,000, respectively. During each of the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$84,899 and \$64,724 for the years ended June 30, 2019 and 2018, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

11. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2019.

12. **CONCENTRATION OF CREDIT RISK**

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019 and 2018. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$707,613 and \$826,500, respectively.

13. **RECLASSIFICATIONS**

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

14. **SUBSEQUENT EVENTS**

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 31, 2019, the date when the financial statements were available to be issued.

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Intake</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>
Program fees:						
Net client fees	\$ 30,851	\$ 13,176	\$ 22,922	\$ 8,825	\$ 26,614	\$ 679
Medicaid	390,979	3,690,102	349,191	44,396	194,078	87,419
Medicare	167,302	1,493	1,586	(141)	9,545	-
Other insurance	90,572	110,152	(814)	17,764	38,684	2,327
Other program fees	-	-	-	-	-	-
Program sales:						
Service and production	2,665	175	-	-	-	-
Public support:						
United Way	-	62,975	-	32,388	31,796	-
Local/county government	-	36,315	-	108,624	30,000	-
Donations	-	7,150	-	-	-	-
Other public support	32,317	15,389	2,293	-	6,825	-
Div. for Children, Youth & Families	-	1,425	-	-	-	-
Federal funding:						
Other federal grants	18,750	23,232	-	-	-	-
PATH	-	-	-	-	37,000	-
Bureau of Behavioral Health	-	4,050	-	-	132,590	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>(100)</u>	<u>205</u>	<u>1</u>	<u>-</u>	<u>4</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 733,336</u>	<u>\$ 3,965,839</u>	<u>\$ 375,179</u>	<u>\$ 211,856</u>	<u>\$ 507,136</u>	<u>\$ 90,425</u>

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Vocational Services</u>	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>
Program fees:						
Net client fees	\$ 537	\$ 4,320	\$ 52,326	\$ 17,882	\$ 21,915	\$ (311)
Medicaid	66,293	4,938	2,064,754	487,313	396,230	346,208
Medicare	1,550	278	20,203	24,712	1,106	-
Other insurance	423	11,597	6,042	13,416	(668)	(956)
Other program fees	-	-	1,650	-	32,330	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	20,638	-	-	-	-
Local/county government	-	7,500	-	-	-	-
Donations	-	150	12,094	1,000	-	-
Other public support	1,460	-	235,478	46	1,042	-
Div. for Children, Youth & Families	-	-	-	-	-	-
Federal funding:						
Other federal grants	-	17,500	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	-	-	225,000	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial						
Interest in Foundation	-	-	-	-	-	-
Other	<u>1</u>	<u>10</u>	<u>1,635</u>	<u>-</u>	<u>1</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 70,264</u>	<u>\$ 66,931</u>	<u>\$ 2,394,182</u>	<u>\$ 769,369</u>	<u>\$ 451,956</u>	<u>\$ 344,941</u>

MONADNOCK FAMILY SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & <u>Training</u>	Other Non-BBH	Total <u>Programs</u>	<u>Administration</u>	2019 <u>Totals</u>	2018 <u>Totals</u>
Program fees:						
Net client fees	\$ -	\$ 68,692	\$ 268,428	\$ -	\$ 268,428	\$ 236,159
Medicaid	-	138,859	8,260,760	-	8,260,760	7,639,201
Medicare	-	-	227,634	-	227,634	250,741
Other insurance	-	61,648	350,187	-	350,187	293,761
Other program fees	19,573	375	53,928	-	53,928	27,435
Program sales:						
Service and production	-	-	2,840	84,899	87,739	72,424
Public support:						
United Way	-	60,215	208,012	-	208,012	191,208
Local/county government	-	-	182,439	-	182,439	197,247
Donations	-	277,508	297,907	2,000	299,907	251,949
Other public support	-	-	294,850	274,148	568,998	38,490
Div. for Children, Youth & Families	-	-	1,425	-	1,425	-
Federal funding:						
Other federal grants	-	98,762	158,244	-	158,244	282,710
PATH	-	-	37,000	-	37,000	36,938
Bureau of Behavioral Health	-	-	361,640	4,708	366,348	359,441
Rental income	-	2,338	2,338	-	2,338	2,807
Net gain on beneficial interest in Foundation	-	-	-	201,350	201,350	194,494
Other	-	420	2,177	70,074	72,251	9,055
TOTAL FUNCTIONAL REVENUES	<u>\$ 19,573</u>	<u>\$ 708,817</u>	<u>\$10,709,804</u>	<u>\$ 637,179</u>	<u>\$ 11,346,983</u>	<u>\$ 10,084,066</u>

Monadnock Family Services
Board of Directors
2019-2020

CHAIR
Sharon Price Stout

Julie Green

Sharman Howe

VICE CHAIR
Brian Donovan

Molly Lane

TREASURER
John Round
IPG

Jan Peterson

Judy Rogers

SECRETARY
Ann Heffernon

Alfred John Santos

ASST SECRETARY
Aaron Moody

Winston Sims

Laurie Appel

Andrew Weglinski

Mike Chelstowski 1ST

Louise Zerba

Diane Croteau

Susan Doyle

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and VNA @ Home Healthcare, Hospice and Community Services , a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:-----

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is

understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair-market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance

certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized

representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1 The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In

the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

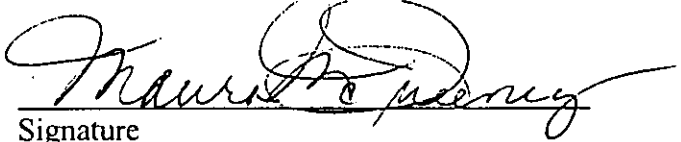
9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

WILLIAM D. BROWN
GOVERNOR
STATE OF NEW HAMPSHIRE

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

VNA @ Home Healthcare, Hospice and Community Services



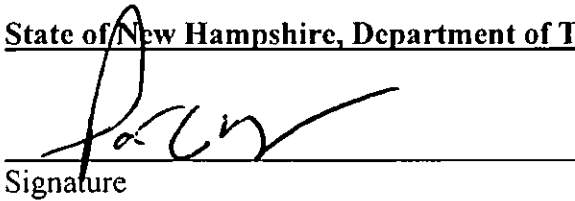
Date: 3/19/20

Signature

MARISA McQueeney
Type or Print Name

CEO
Title

State of New Hampshire, Department of Transportation



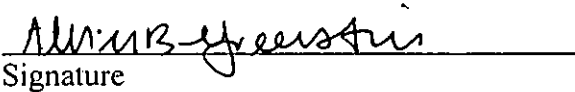
Date: 5/29/2020

Signature

Patrick C. Herlihy
Director
Aeronautics, Rail and Transit
Type or Print Name

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.



Date: 6/10/2020

Signature

Allison Greenstein
Type or Print Name

Asst. Attorney General
Title

TRANSPORTATION VEHICLE AGREEMENT

VNA @ Home Healthcare, Hospice and Community Services

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services/Project Description
EXHIBIT C	Payment Terms
Certificate of Good Standing	
Certificate of Corporate Vote	
Certificate of Insurance	
Federally Required Clauses	
2 CFR Part 200	
Financial Statement	
Board of Directors	
Key Personnel	
Resumes	

EXHIBIT B
SCOPE OF SERVICES
PROJECT EQUIPMENT

VNA @ Home Healthcare, Hospice and Community Services

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
(1)	9x3 Ford 350EL Transit Bus	TBD	\$58,924	\$50,085	\$4,419	\$4,419
	Total		\$58,924	\$50,085	\$4,419	\$4,419

PROJECT DESCRIPTION

B.1 Replacement of a 9x3 Ford 350EL bus to provide door-to-door assisted transportation services for veterans, seniors, and individuals with disabilities in the Monadnock area, based out of the VNA @ HCS, serving the towns of the Greater Keene area, Walpole Lebanon, and White River Junction, Vermont. Transportation services will provide access to: The VA facility in White River Junction, Dartmouth Hitchcock in Lebanon, medical appointment in the Keene area, essential services, senior dining program, adult day care program, the Keene Senior Center and the Cheshire Village at Home.

CERTIFICATE OF VOTE

I, Julie Greenwood, do hereby certify that:

1. I am a duly elected Officer of VNA at HCS, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of VNA at HCS, Inc. duly held on March 19, 2020:

RESOLVED: That the Chief Executive Officer

is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked and remain in full force and effect as of the 19th day of March 2020. This authorization shall remain valid for thirty (30) days from the date of this corporate resolution.

4. Maura McQueeney, is the duly elected Chief Executive Officer of the Agency.



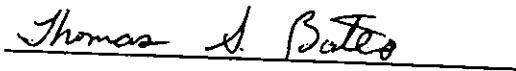
Julie Greenwood, Board Chairman

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

The forgoing instrument was acknowledged before me this 19th day of March 2020.

By Julie Greenwood



Notary Public

Commission Expires:

THOMAS S. BATES, Notary Public
State of New Hampshire, Cheshire County
My Commission Expires 12/16/2020



HOMEHEA-02

NLAFOREST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2020

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

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

PRODUCER Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202	CONTACT NAME: PHONE (A/C, No, Ext): (866) 636-0244		FAX (A/C, No): (413) 447-1977
	E-MAIL ADDRESS:		
INSURED Home Healthcare Hospice & Community Services, Inc. VNA at HCS Inc PO Box 564 Keene, NH 03431	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B : ATLANTIC CHARTER INSURANCE GROUP		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2081408	1/4/2020	1/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2081411	1/4/2020	1/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB707081	1/4/2020	1/4/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA00539808	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK2081408	1/4/2020	1/4/2021	per claim \$ 1,000,000
A	Professional Liab			PHPK2081408	1/4/2020	1/4/2021	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects General Liability only and only when required by written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured. Policy # PHPK2081408 includes Employee Dishonesty coverage is the amount of \$500,000.

CERTIFICATE HOLDER New Hampshire Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	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 <i>Nana Soteres</i>
--	---

SFY 2020 5310 Capital

Rolling Stock

\$ 75,000

Non-Competitive Quotation

pmaybennett
paula.bennett@dot.nh.gov

New Hampshire DOT
7 Hazen Dr
Concord, New Hampshire 03301
(603) 271-3734

<https://www.nh.gov/dot/>

Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference – Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Bus Testing – Applicability – Rolling Stock/Turnkey Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(i) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the

contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued.
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable states and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award. (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

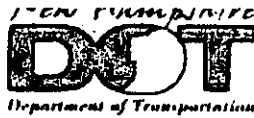
1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor WVA Home Health Care Hospice & Community Services (HCS)

Signature of Authorized Official [Signature] Date 02/19/2020

Name and Title of Contractor's Authorized Official President & CEO



Contract Agreement
New Hampshire Department of Transportation
And
VNA@ Home Healthcare, Hospice and Community Services

The Subrecipient, VNA@ Home Healthcare, Hospice and Community Services, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: VNA@ Home Healthcare, Hospice and Community Services

Subrecipient DUNS number: 789867421

Federal Award Identification Number (FAIN): TDB

Type of Federal Award: Section 5310 Capital Federal Award Date: TBD

Period of Performance:

FFY: 2019 Start Date: 10/1/19 End Date: 9/30/20

Federal Funds Obligated by the Action:

For SFY: 2020 Section: 5310 Capital Amount: \$50,085

Total Amount of Federal Funds Obligated to Subrecipient:

For SFY: 2020 Section: 5310 Capital Amount: \$50,085

Total Amount of Federal Award:

Section: 5310 Capital Amount: \$50,085

Catalog of Federal Domestic Assistance (CFDA) number: 20.513 FFY: 2019

Federal Award Project Description: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration

Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit

Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449

HOME HEALTHCARE, HOSPICE AND COMMUNITY
SERVICES, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2018 AND 2017

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
TABLE OF CONTENTS
YEARS ENDED JUNE 30, 2018 AND 2017**

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED BALANCE SHEETS	3
CONSOLIDATED STATEMENTS OF OPERATIONS	4
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS	5
CONSOLIDATED STATEMENTS OF CASH FLOWS	6
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	7



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate
Keene, New Hampshire

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice and Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as June 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice and Community Services, Inc. and Affiliate as of June 30, 2018 and 2017, and the results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
January 16, 2019

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED BALANCE SHEETS
JUNE 30, 2018 AND 2017**

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 247,576	\$ 358,264
Investments	17,938	18,536
Patient Accounts Receivable, Less Allowance for Uncollectible Accounts of \$620,128 in 2018 and \$575,388 in 2017	2,132,956	2,333,470
Other Receivables	191,155	495,268
Prepaid Expenses	249,650	358,493
Total Current Assets	2,839,275	3,564,031
ASSETS LIMITED AS TO USE	12,248,325	11,810,868
PROPERTY AND EQUIPMENT, NET	2,978,403	3,259,469
Total Assets	\$ 18,066,003	\$ 18,634,368
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Line of Credit	\$ 667,125	\$ 199,846
Accounts Payable and Accrued Expenses	502,305	575,920
Accrued Payroll and Related Expenses	1,114,892	1,163,015
Deferred Revenue	622,004	547,274
Total Current Liabilities	2,906,326	2,486,055
NET ASSETS		
Unrestricted	14,205,505	15,054,604
Temporarily Restricted	719,941	859,478
Permanently Restricted	234,231	234,231
Total Net Assets	15,159,677	16,148,313
Total Liabilities and Net Assets	\$ 18,066,003	\$ 18,634,368

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
OPERATING REVENUE		
Patient Service Revenue	\$ 14,463,382	\$ 15,856,383
Provision for Bad Debt	<u>(367,378)</u>	<u>(899,032)</u>
Net Patient Service Revenue	14,096,004	14,957,351
Other Operating Revenue	2,561,188	3,057,136
Net Assets Released from Restrictions Used for Operations	<u>45,441</u>	<u>8,766</u>
Total Operating Revenue	16,702,633	18,023,253
OPERATING EXPENSES		
Salaries and Related Expenses	13,428,756	13,892,443
Other Operating Expenses	5,130,498	4,846,139
Depreciation	<u>455,303</u>	<u>481,026</u>
Total Operating Expenses	<u>19,014,557</u>	<u>19,219,608</u>
OPERATING LOSS	(2,311,924)	(1,196,355)
OTHER REVENUE AND GAINS		
Contributions and Fundraising Income	425,576	104,374
Investment Income, Net	167,938	152,418
Realized and Unrealized Gains on Investments	<u>697,024</u>	<u>843,702</u>
Total Other Revenue and Gains	<u>1,290,538</u>	<u>1,100,494</u>
DEFICIENCY OF REVENUE OVER EXPENSES	(1,021,386)	(95,861)
Contributions of Long-Lived Assets	-	97,431
Net Assets Released from Restrictions Used for Capital	<u>172,287</u>	<u>-</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>\$ (849,099)</u>	<u>\$ 1,570</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
UNRESTRICTED NET ASSETS		
Deficiency of Revenue of Expenses	\$ (1,021,386)	\$ (95,861)
Contributions of Long-Lived Assets	-	97,431
Net Assets Released from Restrictions Used for Capital	<u>172,287</u>	<u>-</u>
Increase (Decrease) in Unrestricted Net Assets	(849,099)	1,570
TEMPORARILY RESTRICTED NET ASSETS		
Contributions	-	107,231
Investment Income	15,074	13,047
Realized and Unrealized Gains on Investments	63,117	73,700
Net Assets Released from Restrictions Used for Operations	(45,441)	(8,766)
Net Assets Released from Restrictions Used for Capital	<u>(172,287)</u>	<u>-</u>
Increase (Decrease) in Temporarily Restricted Net Assets	(139,537)	185,212
CHANGE IN NET ASSETS	(988,636)	186,782
Net Assets - Beginning of Year	<u>16,148,313</u>	<u>15,961,531</u>
NET ASSETS - END OF YEAR	<u>\$ 15,159,677</u>	<u>\$ 16,148,313</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (988,636)	\$ 186,782
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:		
Depreciation	455,303	481,026
Provision for Bad Debts	367,378	899,032
Contributed Long-Lived Assets	-	(97,431)
Realized and Unrealized Gains (Losses) on Investments	(760,141)	(917,402)
Investment Income Restricted for Reinvestment	(15,074)	(13,047)
(Increase) Decrease in:		
Investments	598	135
Patient Accounts Receivable	(166,864)	(595,652)
Other Receivables	304,113	132,177
Prepaid Expenses	108,843	(52,802)
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	(73,615)	137,126
Accrued Payroll and Related Expenses	(48,123)	41,768
Deferred Revenue	74,730	(312,417)
Net Cash Used by Operating Activities	(741,488)	(110,705)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(2,814,287)	(3,991,311)
Proceeds from Sale of Investments	3,152,045	4,256,375
Capital Expenditures	(174,237)	(229,396)
Net Cash Provided by Investing Activities	163,521	35,668
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Line of Credit	1,730,000	3,368,846
Payments on Line of Credit	(1,262,721)	(3,289,000)
Net Cash Provided by Financing Activities	467,279	79,846
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(110,688)	4,809
Cash and Cash Equivalents - Beginning of Year	358,264	353,455
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 247,576	\$ 358,264
SUPPLEMENTAL DISCLOSURE		
Interest Paid	\$ 25,300	\$ 25,414

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Home Healthcare, Hospice and Community Services, Inc. and Affiliate is a nonstock, nonprofit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice, and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of Home Healthcare, Hospice and Community Services, Inc. and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	<u>2018</u>	<u>2017</u>
Balance - Beginning of Year	\$ 575,388	\$ 422,974
Provision	367,378	899,032
Write-Offs	<u>(322,638)</u>	<u>(746,618)</u>
Balance - End of Year	<u>\$ 620,128</u>	<u>\$ 575,388</u>

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as noncurrent assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess Deficit of Revenue Over Expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or state law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor contributions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Assets with an estimated useful life of more than one year and a historical cost in excess of \$5,000 are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is expendable and is recognized as temporarily restricted net assets.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee for service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors, and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

Deficiency of Revenue Over Expenses

The statement of operations includes deficiency of revenue over expenses. Increases in unrestricted net assets which are excluded from deficiency of revenue over expenses, consistent with industry practice, including contributions of, and net assets released from donor restrictions related to, long-lived assets.

Reclassifications

Certain reclassifications have been made to prior year amounts to conform with the current year presentation.

Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through January 16, 2019, which is the date the consolidated financial statements were available to be issued.

New Accounting Pronouncements

Presentation of Financial Statements of Not-for-Profit Entities

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which will modify the presentation of net asset classifications and enhance disclosures about liquidity and functional classification of expenses. The ASU is effective for financial statements issued for fiscal years beginning after December 15, 2017. Management has not yet evaluated the effects of the new standard on its consolidated financial statements.

Revenue from Contracts with Customers

The FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which requires entities to identify performance obligations within contracts with customers and allocate the transaction price to those performance obligations using their standalone selling prices. The ASU is effective for financial statements issued for fiscal years beginning after December 15, 2018. Management has not yet evaluated the effects of the new standard on its consolidated financial statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments and assets limited as to use, stated at fair value, are as follows as of June 30:

	2018	2017
Cash and Cash Equivalents	\$ 106,923	\$ 136,370
U.S. Government and Corporate Bonds	3,335,084	3,418,610
Marketable Securities	5,656,193	5,236,249
Mutual Funds	3,168,063	3,038,175
Total Investments and Assets Limited as to Use	<u>\$ 12,266,263</u>	<u>\$ 11,829,404</u>
Unrestricted Investments	\$ 17,938	\$ 18,536
Assets Limited as to Use:		
Board-Designated for Future Use	11,363,748	10,828,438
Donor-Restricted, Temporarily	650,346	748,199
Donor-Restricted, Permanently	234,231	234,231
Total Assets Limited as to Use	<u>12,248,325</u>	<u>11,810,868</u>
Total Investments and Assets Limited as to Use	<u>\$ 12,266,263</u>	<u>\$ 11,829,404</u>

Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value.

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entry has the ability to access as of the measurement date.

Level 2 – Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

All of the Association's investments were measured on a recurring basis.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

	2018			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 1,135,706	\$ -	\$ 1,135,706
Government Bonds	2,199,378	-	-	2,199,378
Equity Securities	5,656,193	-	-	5,656,193
Mutual Funds	3,168,063	-	-	3,168,063
Assets Limited as to Use at Fair Value	<u>\$ 11,023,634</u>	<u>\$ 1,135,706</u>	<u>\$ -</u>	12,159,340
Cash and Cash Equivalents				106,923
Total Assets Limited as to Use				<u>\$ 12,266,263</u>

	2017			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 1,164,599	\$ -	\$ 1,164,599
Government Bonds	2,254,011	-	-	2,254,011
Equity Securities	5,236,249	-	-	5,236,249
Mutual Funds	3,038,175	-	-	3,038,175
Assets Limited as to Use at Fair Value	<u>\$ 10,528,435</u>	<u>\$ 1,164,599</u>	<u>\$ -</u>	11,693,034
Cash and Cash Equivalents				136,370
Total Assets Limited as to Use				<u>\$ 11,829,404</u>

Investment income and gains for cash equivalents and investments consist of the following as of June 30:

	2018	2017
Unrestricted Net Assets		
Investment Income, Net	\$ 167,938	\$ 152,418
Realized and Unrealized Gains on Investments	697,024	843,702
Restricted Net Assets		
Investment Income	15,074	13,047
Realized and Unrealized Gains on Investments	63,117	73,700
Total Unrestricted and Restricted Net Assets	<u>\$ 943,153</u>	<u>\$ 1,082,867</u>

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30:

	2018	2017
Land	\$ 471,403	\$ 471,403
Building and Improvements	5,384,931	5,384,931
Furniture, Fixtures, and Equipment	3,028,445	2,854,208
Total Cost	8,884,779	8,710,542
Less: Accumulated Depreciation	5,906,376	5,451,073
Total Property and Equipment, Net	<u>\$ 2,978,403</u>	<u>\$ 3,259,469</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 4 LINE OF CREDIT

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (6.00% and 5.25% at June 30, 2018 and 2017, respectively). The outstanding balance was \$667,125 and \$199,846 at June 30, 2018 and 2017, respectively.

NOTE 5 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily and permanently restricted net assets consist of the following as of June 30:

	<u>2018</u>	<u>2017</u>
Temporarily Restricted:		
Jones Equipment	\$ -	\$ 142,258
Haskell Equipment	339,825	305,939
Operations	98,797	91,186
Meal Sites	1,697	2,057
Respite	4,089	4,089
Hospice	1,252	-
Hospice Memorial Garden	123,926	115,186
Johnson Family Fund	5,757	19,327
Bednar Fund	-	9,094
Barbara Duckett Scholarship	75,003	72,910
Motor Vehicles	69,595	97,432
Total Temporarily Restricted	<u>\$ 719,941</u>	<u>\$ 859,478</u>
Permanently Restricted:		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family Fund	10,202	10,202
Bednar Fund	50,000	50,000
Haskell Endowment Fund	120,570	120,570
Jones Endowment Fund	34,836	34,836
Total Permanently Restricted	<u>\$ 234,231</u>	<u>\$ 234,231</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 6 ENDOWMENTS

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund;
2. The purposes of the organization and the donor-restricted endowment fund;
3. General economic conditions;
4. The possible effect of inflation and deflation;
5. The expected total return from income and the appreciation of investments;
6. Other resources of the Association;
7. The investment policies of the Association;
8. The spending policy; and
9. Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate of return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 6 ENDOWMENTS (CONTINUED)

Spending Policy

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

NOTE 7 PATIENT SERVICE REVENUE

Patient service revenue is as follows as of June 30:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 9,710,931	\$ 11,144,888
Medicaid	991,348	849,769
Other Third-Party Payors	2,818,951	2,745,183
Private Pay	<u>942,152</u>	<u>1,116,543</u>
Total	<u>\$ 14,463,382</u>	<u>\$ 15,856,383</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,047,857 and \$1,762,256 for the years June 30, 2018 and 2017, respectively.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the state of New Hampshire.

NOTE 8 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows as of June 30:

	2018	2017
Program Services	\$ 14,961,207	\$ 15,751,865
Administrative and General	4,053,350	3,467,743
Total	<u>\$ 19,014,557</u>	<u>\$ 19,219,608</u>

NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on a claims made basis. There was one known malpractice claim outstanding at June 30, 2018 and 2017. There were no unasserted claims or incidents which require loss accrual at June 30, 2018 or 2017. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

Litigation

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

NOTE 10 RETIREMENT PLAN

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$165,184 and \$145,139 for 2018 and 2017, respectively.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017**

NOTE 11 CONCENTRATION OF RISK

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable, by funding source:

	<u>2018</u>	<u>2017</u>
Medicare	65%	50%
Medicaid	3%	5%
Other Third-Party Payors	32%	45%
Total	<u>100%</u>	<u>100%</u>

NOTE 12 CONTINGENCIES

Third-Party Payors

A significant portion of the Association's net revenues and accounts receivable are derived from services reimbursable under the Medicaid and the Medicare programs. There are numerous healthcare reform proposals being considered on the federal and state levels. The Association cannot predict at this time whether any of these proposals will be adopted or, if adopted and implemented, what effect such proposals would have on the Organization.

A significant portion of the Association's revenues are derived from services under the Medicare program (see Note 2). Under this program, cost reports are subject to audit for a period of three years from the date of issuance of a Notification of Provider Reimbursement by the fiscal intermediary. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.

Medicare fiscal intermediaries and other payors periodically conduct pre-payment or post-payment medical reviews or other audits of the Association's hospice reimbursement claims. In order to conduct these reviews, the payor requests documentation from the Association and then reviews the documentation to determine compliance with applicable rules and regulations, including the eligibility of patients to receive hospice benefits, the appropriateness of the care provided to those patients, and the documentation of the care. The Association cannot predict whether medical reviews or similar audits by federal or state agencies or commercial payors of the Association hospice program will result in material recoupments or denials, which could have a material adverse effect on the Association's financial condition and results of operations.

A portion of the Association's revenues are derived from services reimbursable under the Medicaid program (see Note 2). The base year costs utilized in calculating the Medicaid prospective rates are subject to audit which could result in a retroactive rate adjustment for all years in which that base year's costs are utilized in calculating the prospective rate. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.



Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

GOVERNING BODY MEMBERS

MEMBERS	PROFESSIONAL AFFILIATION	TERM EXPIRATION DATE
Susan Abert, Esq., Board Secretary Keene	Attorney Principal, Norton & Abert, P. C.	2021
Dianne Bolton, MBA MSN RN, Director Hancock	Retired Health Care Executive Registered Nurse	2022
Michael Chelstowski, Director Keene	Retired Health Care Executive	2021
Betsy Cotter, Director-at-Large Keene	Retired Nurse Administrator	2020
Mary Ann Davis, Director Keene	Retired Home Health Care Director	2021
Julie Green, Director Keene	Retired Vice President of HR	2020
Julie Greenwood, Board Chairman Keene	Certified Public Accountant Principal & Director, Nathan Wechsler & Co.	2020
Eric Horne, Board Treasurer Marlborough	IT Services Principal, Horne & Benik Networks, LLC.	2020
Jane Larmon, Board Vice Chairman Keene	Retired Stock Broker	2021
Allen Mendelson, CRPC, Immediate Past Chairman Keene	Investing Financial Advisor, Edward Jones	2022
Maureen O'Brien, MSSA LICSW, Director Fitzwilliam	Social Worker Clinical Social Worker, Peterborough Clinical Associates	2020
Leslie Pitts, MD, FAAFP, Director Keene	Occupation: Healthcare Physician / Family Medicine, Cheshire Medical & Dartmouth/Hitchcock	2020
Brian Reilly, MD, Director Keene	Retired Physician	2021
Judy Sadoski, Director Keene	Retired Municipal Govt Director	2021
David Stinson, Director Swanzey	Retired US Navy Chaplain Minister	2022
David Therrien, Director Keene	Financial Financial Advisor, Edward Jones	2020

Updated 10/29/19

**Transportation Program
VNA at HCS**

Key Personnel

March 2020

Name	Job Title	FTE	Salary	% Paid from this Contract	Amount Paid from this Contract
Charles Pratt	Transportation Manager	1 FTE	55,000	75%	41,250

CHARLES PRATT

64 A WEST STREET SWANZEY, NH 03446 603-209-6083

SKILLS

Hands on, critical thinker with a proven track record of transforming underperforming businesses and teams as an effective leader, capable of working closely with diverse groups of people to achieve superior results in manufacturing operations. Experienced in multiple aspects of management and human resource responsibilities including vetting, interviewing and hiring of new employees as well as payroll management.

EXPERIENCE

Program Manager • Transportation Program, VNA at HCS • Keene, NH • September 2019 – Present
Responsible for the daily operations of agency transportation programs, including the City Express public transportation and paratransit services, Friendly Bus door to door service for seniors and Medical Express service. Responsible for adherence to all Department of Transportation regulation and reporting, program budgeting, and overseeing driver and dispatch staff. Attend community meetings and forums to coordinate with other transportation entities and the public related to transportation issues.

SUPERVISOR • CONTINENTAL CABLE • HINSDALE, NH • JANUARY 2019 – JUNE 2019

Responsible for On Time Delivery, Scheduling of Machines & Employees in the Assembly area & in the Machine shop. Accurate reporting & documentation of steps to ensure Quality Control measurements during each step of assembling order, to adhere to government regulations for defense systems.
Providing department meetings as needed, and weekly Management reviews.

PLANT MANAGER • FORTRESS PACKAGING • FAIRFIELD, CA • OCTOBER 2016 – OCTOBER 2018

Instrumental in the start-up of a new production company. Managing the day to day operations, while instructing and monitoring safety quality and on time performance. Recorded 2 years without injury or returned sale while training an entirely new, unexperienced workforce to uphold a high level of standards in support of perfect production quality. Experience loading and unloading trucks as well as conducting facility tours with new potential accounts and performing routine, hands on maintenance of new equipment.

PLANT MANAGER • MULTICELL PACKAGING • KUTZTOWN PA 19530 • OCTOBER 2010 – MARCH 2015

Charged with changing the climate and culture of the facility. Developed and implemented strategies to transform poorly performing production facility into a profitable one. Reduced set-up times, worked closely with vendors to reduce inventory of raw materials, increasing profitability. Cross trained employees resulting in a greater flexibility in the workforce.

PLANT SUPERINTENDENT • INNERPAC NE • KEENE NH 03446 • SEPTEMBER 1997 – OCTOBER 2010

Responsible for the day to day operations of the manufacturing of the plant. Did scheduling of machinery, personnel and ordering of raw materials. Oversaw the staff, participated in daily meetings with the General Manager and customer service. Conducted weekly updates with floor personnel. Coordinated with shipping on incoming and outgoing shipments. Learned how to run and setup all machines.

EDUCATION

DIPLOMA • JUNE 1982 • KEENE HIGH SCHOOL

TRANSPORTATION VEHICLE AGREEMENT

THIS AGREEMENT by and between the State of New Hampshire (hereinafter referred to as "State") acting by and through the New Hampshire Department of Transportation (hereinafter referred to as "Department"), and EasterSeals New Hampshire, Inc. d/b/a Special Transit Service, a private not-for-profit organization, (hereinafter referred to as "Contractor"), whose office is located at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, The Federal Transit Act of 1964, as amended, 49 U.S.C. 5310, provides for capital grants to private nonprofit corporations and associations for the purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the State of New Hampshire, in accordance with a request by the Federal Transit Administration (hereinafter referred to as "FTA"), has designated the Department to evaluate and select projects proposed by eligible subrecipients and to coordinate the grant applications; and

WHEREAS, the State and the Contractor desire to utilize grant funds for the transportation needs of seniors and individuals with disabilities of the State.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

Section 1

1.1 The Department shall purchase and deliver to the Contractor the equipment identified in Exhibit A, attached hereto and incorporated herein by reference, (referred to as the "project equipment"). The Department and the Contractor agree that the Vehicle Identification Number of the project equipment will be inserted in Exhibit A following delivery of the project equipment. The estimated cost of the project equipment is identified in Exhibit A, actual cost to be determined following award of bids for the project equipment.

1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicle pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicle at the time of purchase and shall take all steps necessary to perfect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicle on the motor vehicle title.

1.3 In the event of termination of this agreement prior to the expiration of the useful life as defined by the Department of any project equipment purchased under this agreement, it is

understood and agreed that legal title to such equipment shall be immediately transferred to the State.

Section 2

2.1 No more than 30 days after receiving notification of the cost of the project equipment, the Contractor shall pay to the Department the local share of the cost of the project equipment as identified in Exhibit A. Failure to do so may result in termination of this Agreement and reassignment of the project equipment to another agency.

2.2 Upon receipt by the Contractor of the project equipment, the Contractor shall provide transportation services (hereinafter referred to as the "project") to seniors and individuals with disabilities as more specifically described in its Application to the Department and in compliance with FTA Section 5310 Program Guidelines, FTA Circular C9070.1G and subsequent revisions.

2.3 The Contractor shall coordinate its project with similar transportation services in its region, with coordination to include vehicle sharing, time-sharing, joint purchase, or consolidation of services, where feasible.

2.4 The Contractor further agrees to provide sufficient funds to operate, maintain, and insure the project equipment throughout its useful life for transportation to seniors and individuals with disabilities.

2.5 The Contractor agrees that the project equipment's use and disposition shall conform in every respect to the requirements of the State Management Plan, which are hereby incorporated by reference, and the contractor must submit an updated equipment inventory form that includes equipment listed in Exhibit A. If during the term of this Agreement any project equipment is not used in this manner, the Contractor shall immediately notify the Department and take all steps necessary to immediately transfer title of the project equipment to the Department or the Department's written designee.

2.5.1. The Contractor agrees to pay to the Department the fair market value of the Federal interest of project equipment prematurely withdrawn from appropriate use. The amount of Federal interest in the equipment shall be determined on the basis of the ratio of the Federal assistance awarded to the actual cost of the equipment. The Contractor may provide equivalent replacement equipment in the event of a casualty loss, with the prior written approval of the Department.

2.6 During the full period of this Agreement the Contractor shall maintain the project equipment at a high level of cleanliness, safety, and mechanical soundness. The Contractor shall certify that a proper maintenance plan, as outlined by the original equipment manufacturer's preventive maintenance guidelines, is followed.

2.7 The Contractor shall secure automobile liability insurance for a minimum of \$1,000,000 combined single limit coverage to protect itself and the State of New Hampshire from claims arising from property damage and personal injury. A copy of the insurance

certificate shall be forwarded to the Department within 30 days of vehicle delivery. Insurance hereunder shall be affected under standard form valid and enforceable policies issued by insurers authorized to write insurance in the State of New Hampshire. The State of New Hampshire, Department of Transportation, must be listed as additional insured and Certificate Holder.

2.8 The Contractor shall implement and carry out a driver training program to include defensive driving, passenger assistance, emergency evacuation procedures, and any other training programs the Department deems necessary.

2.9 The Contractor shall not change, add, or remove seating within the vehicle without prior State approval. The Contractor will not change use of the vehicle or location of vehicle except in an emergency situation without prior approval by the State of New Hampshire. In case of an emergency, the Contractor shall notify the State no later than the next working day following the day of such change. Such change shall be valid for five days; thereafter, the written approval of the State shall be required.

Section 3

3.1 The term of this Agreement shall commence on the date it is signed by both parties (hereinafter referred to as the "Effective Date") and shall terminate on the date determined by the Department to be the end of the useful life of the project equipment.

Section 4

4.1 The Contractor shall comply with all terms and conditions set forth in the Department's FTA Section 5310 Capital Grant, entered into between the Department and FTA and the attachments thereto, hereinafter referred to as the "Grant." The Contractor shall assume all obligations of the Grantee identified in said Grant.

4.2 In connection with the performance of the services hereunder, the Contractor shall comply with all laws, regulations, and statutes of federal, state, county, or municipal authorities, which shall impose any obligations or duty upon the Contractor.

Section 5

5.1 The Contractor shall submit to the Department a Quarterly Productivity Report on the form and according to the schedule required by the Department.

Section 6

6.1 To the extent necessary in carrying out the project, the contractor shall conform its cost accounting practices and standards to those required by 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular"), which is incorporated herein by reference.

6.2 The Contractor shall permit the Department, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized

representatives, to inspect all project equipment, all transportation services rendered by the Contractor, and all relevant project data records, as determined by the Department, the Comptroller General, and the Secretary of Transportation or their authorized representatives. The Contractor shall also permit the above named persons to audit the books, records, contracts, and accounts of the Contractor pertaining to the project.

Section 7

7.1 The Department may, by written notice to the Contractor, cancel this agreement for any of the following reasons:

7.1.1. The Contractor uses the vehicle in service for seniors and individuals with disabilities for less than 10,000 miles per year;

7.1.2 The Contractor takes any action pertaining to this Agreement without the approval of the Department and which under the procedures of this Agreement, would have required the approval of the Department;

7.1.3 The commencement, prosecution or timely completion of the project by the Contractor, is for any reason, rendered improbable, impossible or illegal;

7.1.4 The Contractor shall be found to be in default under any provision of this Agreement.

Section 8

8.1 The Contractor hereby covenants and agrees to defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department and from and against all claims, demands, causes of action, losses and damages asserted by or on behalf of any person or loss of, or damage to any property, sustained or occurring (or which may be claimed to have been sustained or to have occurred) in connection with, as a result of, or pertaining to operation of the project hereunder, on account of or based upon the acts, omission, fault, negligence, or misconduct of the Contractor or of any person other than the Department or its agents, servants, and employees.

8.2 The Contractor hereby covenants and agrees that at all times during the grant term, it will maintain or will ensure that there is in effect statutory workers' compensation and employers' liability insurance for all employees of the Contractor engaged in operation of the project hereunder, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance for all employees of the subcontractor.

8.3 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to act as a waiver of the sovereign immunity of the Department or of the State.

Section 9

9.1 The Director of Aeronautics, Rail and Transit of the Department shall be the representative of the Department hereunder, hereinafter referred to as the Contracting Officer. In

the event of any dispute hereunder, the interpretation of this Agreement by the Contracting Officer, and his/her decisions on any dispute, shall be final.

9.2 This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

9.3 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract to any benefit arising there from.

9.4 No member, officer, or employee of the Contractor during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

9.5 Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including without limitation on continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds for this purpose, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate this agreement, effective immediately, by giving the Contractor fifteen (15) days written notice of such termination.

9.6 IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

[Faint, illegible text, possibly a signature or stamp]

The New Hampshire Department of Justice and Department of Transportation approved this template for use in the FTA Section 5310 program.

Contractor

EasterSeals New Hampshire, Inc. d/b/a Special Transit Service

E. Keen
Signature

Date: 3/17/2020

Elin McEnder
Type or Print Name
(info)

Title

State of New Hampshire, Department of Transportation

PCW
Signature

Date: 5/29/2020

Patrick C. Herlihy
Type or Print Name **Director**
Aeronautics, Rail and Transit

Title

Attorney General This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

Allison B. Greenstein
Signature

Date: 6/4/2020

Allison Greenstein
Type or Print Name

Asst. Attorney General
Title

TRANSPORTATION VEHICLE AGREEMENT

EasterSeals New Hampshire, Inc. d/b/a Special Transit Service

EXHIBIT A	Special Provisions
EXHIBIT B	Scope of Services/Project Description
EXHIBIT C	Payment Terms
	Certificate of Good Standing
	Certificate of Corporate Vote
	Certificate of Insurance
	Federally Required Clauses
	2 CFR Part 200
	Financial Statement
	Board of Directors
	Key Personnel
	Resumes

EXHIBIT A

SPECIAL PROVISIONS

EasterSeals New Hampshire, Inc. d/b/a Special Transit Service

N/A

EXHIBIT B
SCOPE OF SERVICES
PROJECT EQUIPMENT

EasterSeals New Hampshire, Inc. d/b/a Special Transit Service

QTY	PROJECT EQUIPMENT	VEHICLE NUMBER	TOTAL COST	FEDERAL AMOUNT	STATE MATCH	AGENCY MATCH
3	12x2 cutaway buses	TBD	\$229,442	\$195,025	\$17,208	\$17,208
	Totals		\$229,442	\$195,025	\$17,208	\$17,208

PROJECT DESCRIPTION

B.1 Replacement of two 12x2 gasoline buses for Special Transit Service fleet #284 and 285 to provide transportation services for seniors and individuals with disabilities in the Greater Manchester area, based out of EasterSeals New Hampshire, serving the Southern New Hampshire region. Transportation services will provide access to: services that support independent living including shopping and medical appointment.

B.2 Replacement of a 12x2 gasoline bus to provide door-to-door transportation services for seniors and individuals with disabilities in the Rockingham County area, based out of EasterSeals New Hampshire, serving the Greater Derry and Salem area. Transportation services will provide access to: medical appointments, socialization events, and the Homemaker program

State of New Hampshire

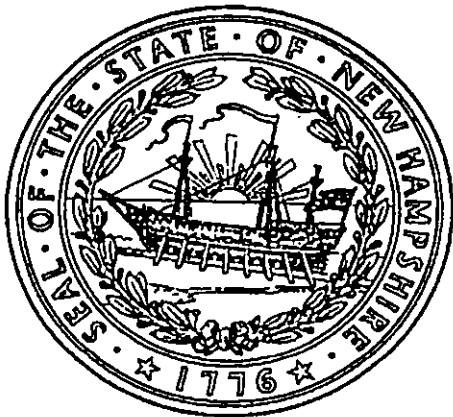
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0004881223



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Cynthia Ross, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Easter Seals New Hampshire, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 17, 2019:
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 17th day of March, 2020.
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Cynthia Ross
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 17th day of March, 2020.

By Cynthia Ross
(Name of Elected Officer of the Agency)

Alycia D. Monroe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110		CONTACT NAME: Tina Housman PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: thousman@hayscompanies.com	
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: The North River Insurance Company NAIC # 21105 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 20-21 WC **REVISION NUMBER:** _____

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

INSR LTR	TYPE OF INSURANCE	ADDED SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	406-731971-7	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

State of NH
 Dept. of Transportation Bureau of Rail & Transportation
 PO Box 483
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

James Hays/GSCHIC 

© 1988-2014 ACORD CORPORATION. All rights reserved

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2019

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

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

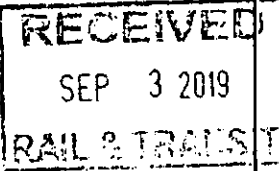
PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 18058

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2027763	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2027759	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Eq accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K	X	X	PHUB690618	09/01/2019	09/01/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK2027763	09/01/2019	09/01/2020	\$1,619,500 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Supplemental Names-Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farmum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)



CERTIFICATE HOLDER State of NH Dept. of Transportation; John Morton Building 7 Hazen Dr., PO Box 483 Concord, NH 03302-0483	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 <i>See Hat</i>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2019

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2027763	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2027759	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	PHUB690618	09/01/2019	09/01/2020	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK2027763	09/01/2019	09/01/2020	\$1,619,500 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

RECEIVED
SEP 3 2019
RAIL TRANSIT

CERTIFICATE HOLDER State of NH Dept. of Transportation; John Morton Building 7 Hazen Dr., PO Box 483 Concord, NH 03302-0483	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 <i>See Hat</i>
--	--



SFY 2020 5310 Capital 5

Rolling Stock

\$ 215,000

Non-Competitive Quotation



pmaybennett
paula.bennett@dot.nh.gov

New Hampshire DOT
7 Hazen Dr
Concord, New Hampshire 03301
(603) 271-3734

<https://www.nh.gov/dot/>



Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000) Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.) c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements – Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-

65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make

an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note; (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1, "Other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing. (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations or directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) - (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred
 2. Suspended
 3. Proposed for debarment
 4. Declared ineligible
 5. Voluntarily excluded
 6. Disqualified
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or
 3. Proposed for debarment commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or
 3. Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor Easter Seals, Inc.

Signature of Authorized Official [Signature] Date 3/17/2020

Name and Title of Contractor's Authorized Official ELIN TREANER, CFO

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

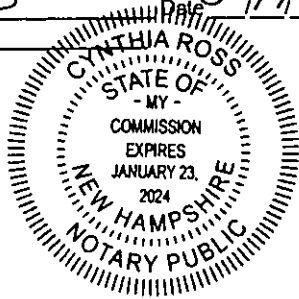
I, Elin Treanor CFO, hereby certify (Name and title of official)
On behalf of Edger Peak NH, LLC that: (Name of Bidder/Company Name)

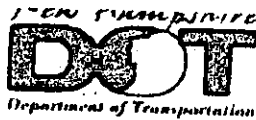
- o No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- o If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- o The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name Edger Peak NH, LLC
 Type or print name Elin Treanor CFO
 Signature of Authorized representative [Signature] 3 19 2020
 Signature of notary and SEAL Cynthia Ross





Contract Agreement
New Hampshire Department of Transportation
And
EasterSeals New Hampshire, Inc. d/b/a Special Transit Service

The Subrecipient, EasterSeals New Hampshire, Inc. d/b/a Special Transit Service, shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances.

This subaward includes information required by 2 CFR Part 200 as follows:

Subrecipient Name: EasterSeals New Hampshire, Inc. d/b/a Special Transit Service
Subrecipient DUNS number: **085573467**
Federal Award Identification Number (FAIN): **TBD**
Type of Federal Award: **Section 5310 RCC** Federal Award Date: **TBD**

Period of Performance:

FFY: 2019 Start Date: 10/1/19 End Date: 9/30/20

Federal Funds Obligated by the Action:

For SFY: 2020 Section: 5310 Capital Amount: \$195,025.29

Total Amount of Federal Funds Obligated to Subrecipient:

For SFY: 2020 Section: 5310 Capital Amount: \$195,025.29

Total Amount of Federal Award:

Section: 5310 Capital Amount: \$195,025.29
Catalog of Federal Domestic Assistance (CFDA) number: 20.513 FFY: 2019

Federal Award Project Description: FTA SECTION 5310 ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM

(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))

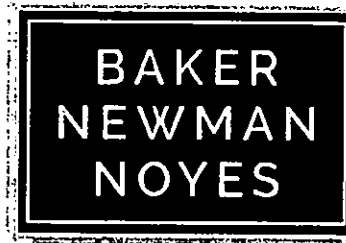
Is this award for research and development: No

Provide the indirect cost rate for the federal award: N/A

Name of Federal Awarding Agency: Federal Transit Administration
Grantee: New Hampshire Department of Transportation

Contact Information for Awarding Official:

Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.Herlihy@dot.nh.gov Phone: 603-271-2449



Easter Seals New Hampshire, Inc. and Subsidiaries

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2019 and 2018
With Independent Auditors' Report*

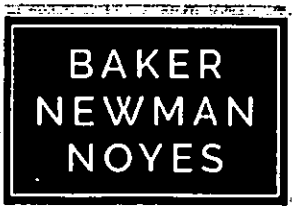
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2019 and 2018

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
Other Financial Information:	
Consolidating Statements of Financial Position	35
Consolidating Statements of Activities and Changes in Net Assets	39
Consolidating Statements of Functional Expenses	43



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2019 and 2018, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, in 2019, Easter Seals NH adopted Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated 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 consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2019, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' 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 solely 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 the effectiveness of Easter Seals New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 9, 2019

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,341,755	\$ 2,365,508
Short-term investments, at fair value	3,094,539	3,002,574
Program, and other accounts receivable, less contractual allowance of \$9,657,800 in 2019, and \$12,719,900 in 2018, and allowance for doubtful accounts of \$2,180,600 in 2019 and \$2,377,500 in 2018	11,408,200	11,083,589
Contributions receivable, less allowance for doubtful accounts of \$63,400 in 2019 and \$66,600 in 2018	499,216	495,957
Current portion of assets limited as to use	403,917	894,523
Prepaid expenses and other current assets	<u>522,436</u>	<u>431,780</u>
Total current assets	19,270,063	18,273,931
Assets limited as to use, net of current portion	1,807,587	1,660,727
Investments, at fair value	12,793,877	12,777,572
Beneficial interest in trust held by others and other assets	139,926	206,608
Fixed assets, net	<u>29,384,642</u>	<u>28,795,786</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Line of credit	\$ -	\$ 610,319
Accounts payable	2,655,352	2,722,563
Accrued expenses	6,400,152	5,334,857
Deferred revenue	383,288	704,650
Current portion of interest rate swap agreements	295,305	244,261
Current portion of long-term debt	<u>1,243,661</u>	<u>1,241,671</u>
Total current liabilities	10,977,758	10,858,321
Other liabilities	1,807,587	1,660,727
Interest rate swap agreements, less current portion	2,359,688	1,528,323
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>21,049,598</u>
Total liabilities	35,267,596	35,096,969
Net assets:		
Without donor restrictions	22,045,456	19,284,594
With donor restrictions	<u>6,083,043</u>	<u>7,333,061</u>
Total net assets	<u>28,128,499</u>	<u>26,617,655</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 686,410	\$ 310,395	\$ 996,805
Special events, net of related direct costs of \$1,108,200	1,706,856	383,031	2,089,887
Annual campaigns, net of related direct costs of \$105,511	390,714	43,117	433,831
Bequests	391,990	-	391,990
Net assets released from restrictions	<u>2,015,084</u>	<u>(2,015,084)</u>	<u>-</u>
Total public support	5,191,054	(1,278,541)	3,912,513
Revenue:			
Fees and grants from governmental agencies and others, net	66,160,439	-	66,160,439
Other grants	25,376,374	-	25,376,374
Dividend and interest income	606,815	15,749	622,564
Rental income	32,170	-	32,170
Other	<u>212,238</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>92,388,036</u>	<u>15,749</u>	<u>92,403,785</u>
Total public support and revenue	97,579,090	(1,262,792)	96,316,298
Operating expenses:			
Program services:			
Public health education	252,472	-	252,472
Professional education	74,330	-	74,330
Direct services	<u>84,245,017</u>	<u>-</u>	<u>84,245,017</u>
Total program services	84,571,819	-	84,571,819
Supporting services:			
Management and general	9,047,284	-	9,047,284
Fundraising	<u>923,527</u>	<u>-</u>	<u>923,527</u>
Total supporting services	<u>9,970,811</u>	<u>-</u>	<u>9,970,811</u>
Total functional expenses	94,542,630	-	94,542,630
Support of National programs	<u>103,125</u>	<u>-</u>	<u>103,125</u>
Total operating expenses	<u>94,645,755</u>	<u>-</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,933,335	(1,262,792)	1,670,543

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swaps	\$ (882,409)	\$ -	\$ (882,409)
Net unrealized and realized gains (losses) on investments, net	(228,319)	17,047	(211,272)
Decrease in fair value of beneficial interest in trust held by others	-	(4,273)	(4,273)
Loss on sales and disposals of fixed assets	(119,135)	-	(119,135)
Contribution of assets from affiliation – see note 16	1,014,679	-	1,014,679
Other non-operating gains	<u>42,711</u>	<u>-</u>	<u>42,711</u>
	<u>(172,473)</u>	<u>12,774</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,760,862	(1,250,018)	1,510,844
Net assets at beginning of year	<u>19,284,594</u>	<u>7,333,061</u>	<u>26,617,655</u>
Net assets at end of year	<u>\$22,045,456</u>	<u>\$ 6,083,043</u>	<u>\$28,128,499</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 1,342,659	\$ 682,437	\$ 2,025,096
Special events, net of related direct costs of \$1,027,034	-	1,954,318	1,954,318
Annual campaigns, net of related direct costs of \$117,055	324,504	56,838	381,342
Bequests	138,000	-	138,000
Net assets released from restrictions	<u>3,157,024</u>	<u>(3,157,024)</u>	<u>-</u>
Total public support	4,962,187	(463,431)	4,498,756
Revenue:			
Fees and grants from governmental agencies and others, net	63,635,700	-	63,635,700
Other grants	22,473,591	-	22,473,591
Dividend and interest income	575,571	15,711	591,282
Rental income	27,050	-	27,050
Other	<u>122,688</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>86,834,600</u>	<u>15,711</u>	<u>86,850,311</u>
Total public support and revenue	91,796,787	(447,720)	91,349,067
Operating expenses:			
Program services:			
Public health education	254,896	-	254,896
Professional education	23,007	-	23,007
Direct services	<u>79,618,852</u>	<u>-</u>	<u>79,618,852</u>
Total program services	79,896,755	-	79,896,755
Supporting services:			
Management and general	8,566,845	-	8,566,845
Fundraising	<u>1,142,077</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,708,922</u>	<u>-</u>	<u>9,708,922</u>
Total functional expenses	89,605,677	-	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>89,644,713</u>	<u>-</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,152,074	(447,720)	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swaps	\$ 869,089	\$ -	\$ 869,089
Net unrealized and realized gains on investments, net	477,782	75,633	553,415
Increase in fair value of beneficial interest in trust held by others	-	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	(9,100)
Other non-operating losses	<u>(31,893)</u>	<u>(569)</u>	<u>(32,462)</u>
	<u>1,305,878</u>	<u>82,670</u>	<u>1,388,548</u>
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(365,050)	3,092,902
Loss from discontinued operations – see note 15	(8,280)	-	<u>(8,280)</u>
Total increase (decrease) in net assets	3,449,672	(365,050)	3,084,622
Net assets at beginning of year	<u>15,834,922</u>	<u>7,698,111</u>	<u>23,533,033</u>
Net assets at end of year	<u>\$19,284,594</u>	<u>\$ 7,333,061</u>	<u>\$26,617,655</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2019

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2019	2018
Salaries and related expenses	\$156,831	\$ —	\$65,487,300	\$65,644,131	\$5,801,139	\$ 669,977	\$ 6,471,116	\$72,115,247	\$67,908,410
Professional fees	23,792	17,889	6,836,726	6,878,407	2,038,327	77,780	2,116,107	8,994,514	8,797,056
Supplies	2,609	—	2,372,246	2,374,855	52,264	28,509	80,773	2,455,628	2,417,883
Telephone	556	—	432,634	433,190	207,120	3,675	210,795	643,985	626,432
Postage and shipping	1,467	—	21,875	23,342	22,010	9,801	31,811	55,153	54,773
Occupancy	—	—	2,438,934	2,438,934	350,501	64,594	415,095	2,854,029	2,531,788
Outside printing, artwork and media	20,404	—	7,849	28,253	4,648	18,835	23,483	51,736	50,694
Travel	34	—	2,339,847	2,339,881	24,149	3,395	27,544	2,367,425	2,392,563
Conventions and meetings	21,344	56,441	169,957	247,742	67,148	25,277	92,425	340,167	258,677
Specific assistance to individuals	—	—	1,133,753	1,133,753	52	—	52	1,133,805	1,130,193
Dues and subscriptions	178	—	35,704	35,882	10,706	529	11,235	47,117	65,488
Minor equipment purchases and equipment rental	775	—	214,435	215,210	116,762	5,605	122,367	337,577	364,846
Ads, fees and miscellaneous	24,482	—	172,435	196,917	27,405	10,502	37,907	234,824	193,188
Interest	—	—	797,750	797,750	201,242	—	201,242	998,992	1,024,622
Depreciation and amortization	—	—	1,749,390	1,749,390	123,811	5,048	128,859	1,878,249	1,789,064
Miscellaneous business tax	—	—	34,182	34,182	—	—	—	34,182	—
	<u>\$252,472</u>	<u>\$74,330</u>	<u>\$84,245,017</u>	<u>\$84,571,819</u>	<u>\$9,047,284</u>	<u>\$ 923,527</u>	<u>\$ 9,970,811</u>	<u>\$94,542,630</u>	<u>\$89,605,677</u>
	0.27%	0.07%	89.11%	89.45%	9.57%	0.98%	10.55%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	<u>Program Services ⁽¹⁾</u>				<u>Supporting Services ⁽¹⁾</u>			<u>Total Program ⁽¹⁾ and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Profes- sional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Manage- ment and General</u>	<u>Fund- Raising</u>	<u>Total</u>	<u>2018</u>
Salaries and related expenses	\$154,060	\$ —	\$61,302,135	\$61,456,195	\$5,657,065	\$ 795,150	\$6,452,215	\$67,908,410
Professional fees	24,294	—	6,839,875	6,864,169	1,753,842	179,045	1,932,887	8,797,056
Supplies	5,740	—	2,317,739	2,323,479	59,977	34,427	94,404	2,417,883
Telephone	322	—	407,755	408,077	214,817	3,538	218,355	626,432
Postage and shipping	4,155	—	21,036	25,191	20,934	8,648	29,582	54,773
Occupancy	—	—	2,143,852	2,143,852	326,771	61,165	387,936	2,531,788
Outside printing, artwork and media	13,131	—	16,639	29,770	3,206	17,718	20,924	50,694
Travel	377	—	2,364,814	2,365,191	21,669	5,703	27,372	2,392,563
Conventions and meetings	25,854	23,007	170,684	219,545	17,123	22,009	39,132	258,677
Specific assistance to individuals	—	—	1,121,594	1,121,594	8,599	—	8,599	1,130,193
Dues and subscriptions	—	—	18,734	18,734	43,834	2,920	46,754	65,488
Minor equipment purchases and equipment rental	835	—	266,961	267,796	93,482	3,568	97,050	364,846
Ads, fees and miscellaneous	26,128	—	125,526	151,654	37,253	4,281	41,534	193,188
Interest	—	—	829,763	829,763	194,859	—	194,859	1,024,622
Depreciation and amortization	—	—	1,671,745	1,671,745	113,414	3,905	117,319	1,789,064
	<u>\$254,896</u>	<u>\$23,007</u>	<u>\$79,618,852</u>	<u>\$79,896,755</u>	<u>\$8,566,845</u>	<u>\$1,142,077</u>	<u>\$9,708,922</u>	<u>\$89,605,677</u>
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities:		
Increase in net assets	\$ 1,510,844	\$ 3,084,622
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,878,249	1,789,064
Bad debt provision	1,444,413	1,640,474
Bond issuance costs amortization	6,109	6,109
Decrease (increase) in fair value of beneficial interest in trust held by others	4,273	(7,606)
Net loss on sales and disposals of fixed assets	119,135	9,100
Change in fair value of interest rate swaps	882,409	(869,089)
Net unrealized and realized losses (gains) on investments, net	211,272	(553,415)
Donor restricted contributions	(310,395)	(682,437)
Contribution of assets from affiliation	(1,014,679)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,620,411)	(3,417,878)
Contributions receivable	(3,259)	86,551
Prepaid expenses and other current assets	(90,656)	1,076
Other assets	62,409	259,908
Accounts payable and accrued expenses	839,088	866,572
Deferred revenue	(321,362)	(979,155)
Other liabilities	<u>146,860</u>	<u>242,867</u>
Net cash provided by operating activities	3,744,299	1,476,763
Cash flows from investing activities:		
Purchases of fixed assets	(1,583,861)	(2,145,609)
Proceeds from sale of fixed assets	28,503	-
Change in investments, net	(319,542)	(382,689)
Change in assets limited as to use	343,746	535,158
Cash acquired from assets of affiliation	<u>119,865</u>	<u>-</u>
Net cash used by investing activities	(1,411,289)	(1,993,140)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(1,279,595)	(2,029,914)
Proceeds from long-term debt	222,756	-
Borrowings on lines of credit	(610,319)	610,319
Donor restricted contributions	<u>310,395</u>	<u>682,437</u>
Net cash used by financing activities	<u>(1,356,763)</u>	<u>(737,158)</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Increase (decrease) in cash and cash equivalents	\$ 976,247	\$(1,253,535)
Cash and cash equivalents, beginning of year	<u>2,365,508</u>	<u>3,619,043</u>
Cash and cash equivalents, end of year	<u>\$ 3,341,755</u>	<u>\$ 2,365,508</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,009,000</u>	<u>\$ 1,023,000</u>

Certain assets and liabilities were acquired and recorded at their estimated fair values on September 1, 2018 as a result of the affiliation described in note 16.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 15); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$3,094,539 and \$2,847,749 as of August 31, 2019 and 2018, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is 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 or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired at August 31, 2019 and 2018.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2019 and 2018 was \$6,109. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2019 and 2018 totaled \$1,444,413 and \$1,640,474 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2019 is due to a shift in payors for services provided. See also note 6.

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2019 and 2018 were \$9,657,800 and \$12,719,900, respectively. The total contractual adjustments provided in 2019 and 2018 totaled \$59,363,700 and \$50,711,300, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2019 is primarily due to a funding change that took place on January 1, 2019 resulting in the discontinuation of the New Hampshire Health Protection expansion funding (NHHPP). The increase in contractual adjustments in 2018 was primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$7,348,000 and \$8,642,000 for the years ended August 31, 2019 and 2018, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools (through the date of its dissolution) and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not for profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

As of August 31, 2019 and 2018, Easter Seals NH had recognized a liability of \$2,654,993 and \$1,772,584, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized a decrease in net assets of \$882,409 and an increase of \$869,089 for the years ended August 31, 2019 and 2018, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, the contribution of assets from affiliation (see note 16) and net realized and unrealized gains and losses on investments.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported total net assets.

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management continues to evaluate the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements. The adoption is not expected to have a material impact on Easter Seals NH's revenue recognition policies.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Guidance was recently issued that extended the effective date for Easter Seals NH to September 1, 2021, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Easter Seals NH implemented ASU 2016-14, as it is effective for Easter Seals NH for the year ended August 31, 2019, and has adjusted the presentation in these consolidated financial statements accordingly. The most significant effects relate to the change in net asset classification from unrestricted, temporarily restricted and permanently restricted to net assets with and without donor restrictions, as well as the addition of liquidity disclosures (see note 4). The ASU has been applied retrospectively to all periods presented, and had no impact on previously reported net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019 as the resource provider and on September 1, 2020 as the resource recipient, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by generally accepted accounting principles (GAAP) that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. The amendments in this update are effective for Easter Seals NH beginning September 1, 2020. Early adoption is permitted for removal or modifications of disclosures upon issuance of this update and delayed adoption of the additional disclosures until their effective date. The adoption of this ASU is not expected to have a material effect on Easter Seals NH's consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 9, 2019, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2019 and 2018 are as follows:

	Original Donor Restricted Gift <u>Maintained in Perpetuity</u>	Accumulated Investment <u>Gains</u>	<u>Total</u>
2019			
Other initiatives	\$1,366,235	\$81,468	\$1,447,703
Operations	<u>3,622,108</u>	<u>—</u>	<u>3,622,108</u>
Total endowment net assets	<u>\$4,988,343</u>	<u>\$81,468</u>	<u>\$5,069,811</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

	Original Donor Restricted Gift <u>Maintained in Perpetuity</u>	Accumulated Investment <u>Gains</u>	<u>Total</u>
<u>2018</u>			
Other initiatives	\$1,298,621	\$65,826	\$1,364,447
Operations	<u>3,587,059</u>	<u>—</u>	<u>3,587,059</u>
Total endowment net assets	<u>\$4,885,680</u>	<u>\$65,826</u>	<u>\$4,951,506</u>

Changes in Endowment Net Assets

During the years ended August 31, 2019 and 2018, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2017	\$4,847,633
Investment return:	
Investment income, net of fees	75,165
Net appreciation (realized and unrealized), net	25,632
Contributions	94,684
Appropriated for expenditure	<u>(91,608)</u>
Net endowment assets, August 31, 2018	4,951,506
Investment return:	
Investment income, net of fees	15,815
Net appreciation (realized and unrealized), net	24,356
Contributions	102,663
Appropriated for expenditure	<u>(24,529)</u>
Net endowment assets, August 31, 2019	<u>\$5,069,811</u>

Net assets were released from donor restrictions as follows for the year ended August 31:

	<u>2019</u>	<u>2018</u>
Satisfaction of donor restrictions	\$1,990,555	\$3,065,416
Release of appropriated endowment funds	<u>24,529</u>	<u>91,608</u>
	<u>\$2,015,084</u>	<u>\$3,157,024</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2019 and 2018 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2019</u>			
Other initiatives	\$ 2,495,506	\$ 388,205	\$ 2,883,711
Operations	<u>19,549,950</u>	<u>625,027</u>	<u>20,174,977</u>
Total non-endowment net assets	<u>\$22,045,456</u>	<u>\$1,013,232</u>	<u>\$23,058,688</u>
<u>2018</u>			
Other initiatives	\$ 1,097,111	\$1,421,217	\$ 2,518,328
Operations	<u>18,187,483</u>	<u>960,338</u>	<u>19,147,821</u>
Total non-endowment net assets	<u>\$19,284,594</u>	<u>\$2,381,555</u>	<u>\$21,666,149</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2019 or 2018.

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2019</u>	<u>2018</u>
Purpose restriction:		
Other initiatives	\$ 388,205	\$1,421,217
Operations	<u>455,482</u>	<u>772,086</u>
	843,687	2,193,303
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,059,193	4,970,964
Investments, gains and income from which is donor restricted	81,468	65,826
Beneficial interest in perpetual trust	<u>98,695</u>	<u>102,968</u>
	<u>5,239,356</u>	<u>5,139,758</u>
Total net assets with donor restrictions	<u>\$6,083,043</u>	<u>\$7,333,061</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and that are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2019), comprise the following:

Cash and cash equivalents	\$ 3,341,755
Short-term investments, at fair value	3,094,539
Program and other accounts receivable, net	11,408,200
Contributions receivable, net	<u>499,216</u>
	18,343,710
Investments, at fair value	<u>12,793,877</u>
	31,137,587
Less: net assets with donor restrictions	<u>6,083,043</u>
	<u>\$25,054,544</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

4. Liquidity and Availability (Continued)

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. In addition, Easter Seals NH has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2019, the balance in board-designated assets was \$5,755,000.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2019 and 2018, approximately \$2,661,000 and \$2,277,000, respectively, of cash and cash equivalents, and approximately \$3,094,000 and \$3,003,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2019 and 2018 are \$540,447 and \$599,597, respectively, net of an allowance for doubtful accounts of \$63,400 and \$66,600, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2019:

2020	\$562,116
2021	31,500
2022	4,500
2023	1,731
2024	1,000
Thereafter	<u>3,000</u>
	<u>\$603,847</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

6. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual adjustments, discounts and any provision for bad debts. Substantially all such adjustments in 2019 and 2018 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual adjustments, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2019 and 2018 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Adjustments and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, net</u>
<u>2019</u>				
Private payors (includes coinsurance and deductibles)	\$18,733,885	\$(12,639,111)	\$ (737,393)	\$ 5,357,381
Medicaid	52,661,814	(43,942,859)	(237,497)	8,481,458
Medicare	65,163	(6,250)	(19,303)	39,610
Self-pay	<u>366,436</u>	<u>(262,987)</u>	<u>(26,020)</u>	<u>77,429</u>
	<u>\$71,827,298</u>	<u>\$(56,851,207)</u>	<u>\$(1,020,213)</u>	<u>\$13,955,878</u>
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$33,571,171	\$(20,973,855)	\$ (1,057,046)	\$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	-	76,901
Self-pay	<u>275,991</u>	<u>(168,460)</u>	<u>(85,872)</u>	<u>21,659</u>
	<u>\$65,547,816</u>	<u>\$(49,138,616)</u>	<u>\$(1,290,974)</u>	<u>\$15,118,226</u>

7. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,164,000 and \$1,016,000 for the years ended August 31, 2019 and 2018, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2019, through the remaining contractual term of the underlying lease agreements, are as follows:

2020	\$824,691
2021	527,374
2022	432,041
2023	217,498
2024	121,937
Thereafter	4,153

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

7. Leases (Continued)

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the year ended August 31, 2018 was \$20,995. The assets were fully amortized as of August 31, 2018. Amortization expense related to the above capital lease was a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 was insignificant.

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2019</u>	<u>2018</u>
Buildings	\$ 31,857,044	\$ 30,906,387
Land and land improvements	4,248,474	3,331,184
Leasehold improvements	130,368	140,442
Office equipment and furniture	10,288,273	9,380,281
Vehicles	2,543,706	2,641,876
Construction in progress	<u>17,738</u>	<u>177,686</u>
	49,085,603	46,577,856
Less accumulated depreciation and amortization	<u>(19,700,961)</u>	<u>(17,782,070)</u>
	<u>\$ 29,384,642</u>	<u>\$ 28,795,786</u>

Depreciation and amortization expense related to fixed assets totaled \$1,878,249 and \$1,789,064 in 2019 and 2018, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH was required to continue to use the building as a child care center. Had Easter Seals NH ceased to operate the program, or sold or donated the property, Easter Seals NH would have had to provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building was recorded as deferred revenue until December 2017 when the terms of the donation were met and Easter Seals NH recognized the remaining balance of \$937,292 in unrestricted contributions in 2018.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 819,529	\$ 1,200,834
Marketable equity securities	1,663,432	1,716,059
Mutual funds	14,367,258	14,084,488
Corporate and foreign bonds	574,444	873,487
Government and agency securities	<u>675,257</u>	<u>460,528</u>
	18,099,920	18,335,396
Less: assets limited as to use	<u>(2,211,504)</u>	<u>(2,555,250)</u>
Total investments, at fair value	<u>\$15,888,416</u>	<u>\$15,780,146</u>

The composition of assets limited as to use at August 31, 2019 and 2018 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2019</u>	<u>2018</u>
Under a deferred compensation plan (see note 10):		
Investments	\$1,807,587	\$1,660,727
Maintained in escrow to make required payments on revenue bonds (see note 11):		
Cash and cash equivalents	<u>403,917</u>	<u>894,523</u>
Total assets limited as to use	<u>\$2,211,504</u>	<u>\$2,555,250</u>

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$515,000 and \$579,000 for the years ended August 31, 2019 and 2018, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$108,000 and \$99,500 to this plan during the years ended August 31, 2019 and 2018, respectively. The assets and liabilities associated with this plan were \$1,807,587 and \$1,660,727 at August 31, 2019 and 2018, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2019</u>	<u>2018</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (3.04% at August 31, 2019), due in annual principal payments increasing from \$40,417 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$11,724,996	\$12,226,664
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$15,810 to \$21,180 with a final payment of \$5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,141,109	7,724,289
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$113 to \$1,069 payable monthly through dates ranging from September 2019 through June 2024, secured by vehicles with a net book value of \$325,812 at August 31, 2019.	292,309	179,929
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,877,003 at August 31, 2019.	2,213,156	2,285,333
Note payable (through affiliation described in note 16) to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of \$947,249 at August 31, 2019.	<u>113,490</u>	<u>—</u>
	21,485,060	22,416,215
Less current portion	1,243,661	1,241,671
Less net unamortized bond issuance costs	<u>118,836</u>	<u>124,946</u>
	<u>\$20,122,563</u>	<u>\$21,049,598</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2020	\$ 1,243,661
2021	938,993
2022	935,503
2023	974,536
2024	987,957
Thereafter	<u>16,404,410</u>
	<u>\$21,485,060</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. All outstanding balances were paid off in 2019. Amounts outstanding included in long-term debt at August 31, 2018 were three notes payable totaling \$7,185.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-three notes payable totaling \$292,309 and twenty-four notes payable totaling \$172,744 at August 31, 2019 and 2018, respectively that originated under this agreement. Availability under this agreement at August 31, 2019 and 2018 is \$207,691 and \$327,256, respectively.

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was amended in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90% (4.03% at August 31, 2019). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2019, and \$610,319 was outstanding at August 31, 2018.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Notes Payable

The Homemakers Health Services, Inc. (the Organization), see note 16, and the City of Rochester, New Hampshire obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2017. Effective September 1, 2018, Easter Seals NH has assumed responsibility of this agreement. See note 16.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$11,724,996 and \$12,226,664 at August 31, 2019 and 2018, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,654,993 and \$1,772,584 at August 31, 2019 and 2018, respectively, \$295,305 and \$244,261 of which was current at August 31, 2019 and 2018, respectively. During the years ended August 31, 2019 and 2018, net payments required by the agreement totaled \$250,321 and \$323,938, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2019, Easter Seals New Hampshire, Inc. was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$103,125 and \$39,036 for the years ended August 31, 2019 and 2018, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2019 and 2018.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

At August 31, 2019 and 2018, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2019</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 819,529	\$ -	\$ -	\$ 819,529
Marketable equity securities:				
Large-cap	1,176,478	-	-	1,176,478
International	486,954	-	-	486,954
Mutual funds, open-ended:				
Short-term fixed income	4,519,233	-	-	4,519,233
Intermediate-term bond fund	1,390,096	-	-	1,390,096
High yield bond fund	93,530	-	-	93,530
Foreign bond	34,567	-	-	34,567
Government securities	386,222	-	-	386,222
Emerging markets bond	138,203	-	-	138,203
International equities	1,093,081	-	-	1,093,081
Domestic, large-cap	1,042,116	-	-	1,042,116
Domestic, small-cap	159,064	-	-	159,064
Domestic, multi alt	724,756	-	-	724,756
Real estate fund	194,694	-	-	194,694
Mutual funds, closed-ended:				
Domestic, large-cap	3,636,935	-	-	3,636,935
Domestic, mid-cap	493,194	-	-	493,194
Domestic, small-cap	461,567	-	-	461,567
Corporate and foreign bonds	-	574,444	-	574,444
Government and agency securities	-	675,257	-	675,257
	<u>\$16,850,219</u>	<u>\$1,249,701</u>	<u>\$ -</u>	<u>\$18,099,920</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 6,300	\$ -	\$ -	\$ 6,300
Marketable equity securities:				
Large-cap	70,450	-	-	70,450
Mutual funds:				
Domestic fixed income	-	21,945	-	21,945
	<u>\$ 76,750</u>	<u>\$ 21,945</u>	<u>\$ -</u>	<u>\$ 98,695</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,654,993</u>	<u>\$ 2,654,993</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2018</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,200,834	\$ -	\$ -	\$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	-	-	1,182,262
International	533,797	-	-	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	-	-	4,387,471
Intermediate-term bond fund	1,037,110	-	-	1,037,110
High yield bond fund	81,169	-	-	81,169
Foreign bond	30,620	-	-	30,620
Government securities	377,563	-	-	377,563
Emerging markets bond	56,094	-	-	56,094
International equities	1,091,145	-	-	1,091,145
Domestic, large-cap	1,113,968	-	-	1,113,968
Domestic, small-cap	269,615	-	-	269,615
Domestic, multi alt	736,276	-	-	736,276
Real estate fund	197,057	-	-	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	-	-	3,172,644
Domestic, mid-cap	588,528	-	-	588,528
Domestic, small-cap	428,019	-	-	428,019
International equity	517,209	-	-	517,209
Corporate and foreign bonds	-	873,487	-	873,487
Government and agency securities	-	460,528	-	460,528
	<u>\$17,001,381</u>	<u>\$1,334,015</u>	<u>\$ -</u>	<u>\$18,335,396</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,096	\$ -	\$ -	\$ 7,096
Marketable equity securities:				
Large-cap	71,948	-	-	71,948
Mutual funds:				
Domestic fixed income	-	23,924	-	23,924
	<u>\$ 79,044</u>	<u>\$ 23,924</u>	<u>\$ -</u>	<u>\$ 102,968</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,772,584</u>	<u>\$ 1,772,584</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2019 and 2018:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2017	\$(2,641,673)
Unrealized gain, net	<u>869,089</u>
Ending balance, August 31, 2018	(1,772,584)
Unrealized loss, net	<u>(882,409)</u>
Ending balance, August 31, 2019	<u>\$(2,654,993)</u>

15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation. There are no programs or entities that are reported as discontinued operations in 2019. The accompanying 2018 consolidated statement of activities included a loss from discontinued operations of \$568 for Harbor Schools, and losses from various other discontinued operations totaling \$7,712.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

16. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization was dissolved and is a program of Easter Seals NH. The Organization had total net operating revenue of approximately \$289,000 (unaudited) for the two months ended August 31, 2018, and \$2,330,000 for the year ended June 30, 2018. The financial position of the Organization recorded at fair value upon affiliation as of September 1, 2018, was as follows:

Assets:	
Cash and cash equivalents	\$ 119,865
Other current assets	148,613
Fixed assets, net	<u>1,030,882</u>
Total assets	<u>\$1,299,360</u>
Liabilities:	
Accounts payable	\$ 51,250
Accrued expenses and other liabilities	107,746
Debt	<u>125,685</u>
Total liabilities	284,681
Net assets:	
Unrestricted net assets	<u>1,014,679</u>
Total liabilities and net assets	<u>\$1,299,360</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2019

ASSETS

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Current assets:					
Cash and cash equivalents	\$ 3,305,116	\$ 16,962	\$ 19,677	\$ -	\$ 3,341,755
Short-term investments, at fair value	3,094,539	-	-	-	3,094,539
Accounts receivable from affiliates	3,595,504	370,426	-	(3,965,930)	-
Program and other accounts receivable, net	10,118,637	1,192,292	97,271	-	11,408,200
Contributions receivable, net	494,589	1,373	3,254	-	499,216
Current portion of assets limited as to use	403,917	-	-	-	403,917
Prepaid expenses and other current assets	<u>479,159</u>	<u>11,496</u>	<u>31,781</u>	<u>-</u>	<u>522,436</u>
Total current assets	21,491,461	1,592,549	151,983	(3,965,930)	19,270,063
Assets limited as to use, net of current portion	1,783,033	24,554	-	-	1,807,587
Investments, at fair value	12,793,877	-	-	-	12,793,877
Beneficial interest in trust held by others and other assets	139,926	-	-	-	139,926
Fixed assets, net	<u>29,266,492</u>	<u>111,550</u>	<u>6,600</u>	<u>-</u>	<u>29,384,642</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$ 158,583</u>	<u>\$(3,965,930)</u>	<u>\$63,396,095</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 2,626,880	\$ 26,036	\$ 2,436	\$ -	\$ 2,655,352
Accrued expenses	6,380,059	8,764	11,329	-	6,400,152
Accounts payable to affiliates	-	-	3,965,930	(3,965,930)	-
Deferred revenue	370,338	6,010	6,940	-	383,288
Current portion of interest rate swap agreements	295,305	-	-	-	295,305
Current portion of long-term debt	<u>1,243,661</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,243,661</u>
Total current liabilities	10,916,243	40,810	3,986,635	(3,965,930)	10,977,758
Other liabilities	1,783,033	24,554	-	-	1,807,587
Interest rate swap agreements, less current portion	2,359,688	-	-	-	2,359,688
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,122,563</u>
Total liabilities	35,181,527	65,364	3,986,635	(3,965,930)	35,267,596
Net assets (deficit):					
Without donor restrictions	24,240,352	1,631,656	(3,826,552)	-	22,045,456
With donor restrictions	<u>6,052,910</u>	<u>31,633</u>	<u>(1,500)</u>	<u>-</u>	<u>6,083,043</u>
Total net assets (deficit)	<u>30,293,262</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>-</u>	<u>28,128,499</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$ 158,583</u>	<u>\$(3,965,930)</u>	<u>\$63,396,095</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 2,327,419	\$ 29,169	\$ 8,920	\$ -	\$ -	\$ 2,365,508
Short-term investments, at fair value	3,002,574	-	-	-	-	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	-	-	(3,785,768)	-
Program and other accounts receivable, net	10,427,498	566,808	89,283	-	-	11,083,589
Contributions receivable, net	492,283	1,020	2,654	-	-	495,957
Current portion of assets limited as to use	894,523	-	-	-	-	894,523
Prepaid expenses and other current assets	<u>389,913</u>	<u>13,440</u>	<u>28,427</u>	<u>-</u>	<u>-</u>	<u>431,780</u>
Total current assets	19,869,415	2,061,000	129,284	-	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	-	-	-	1,660,727
Investments, at fair value	12,777,572	-	-	-	-	12,777,572
Beneficial interest in trust held by others and other assets	206,608	-	-	-	-	206,608
Fixed assets, net	<u>28,725,627</u>	<u>51,923</u>	<u>18,236</u>	<u>-</u>	<u>-</u>	<u>28,795,786</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Current liabilities:						
Line of credit	\$ 610,319	\$ -	\$ -	\$ -	\$ -	\$ 610,319
Accounts payable	2,709,560	12,816	187	-	-	2,722,563
Accrued expenses	5,295,718	8,054	31,085	-	-	5,334,857
Accounts payable to affiliates	-	-	3,785,768	-	(3,785,768)	-
Deferred revenue	685,999	11,540	7,111	-	-	704,650
Current portion of interest rate swap agreements	244,261	-	-	-	-	244,261
Current portion of long-term debt	<u>1,241,671</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,241,671</u>
Total current liabilities	10,787,528	32,410	3,824,151	-	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	-	-	-	1,660,727
Interest rate swap agreements, less current portion	1,528,323	-	-	-	-	1,528,323
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,049,598</u>
Total liabilities	35,006,786	51,800	3,824,151	-	(3,785,768)	35,096,969
Net assets (deficit):						
Without donor restrictions	20,883,776	2,075,949	(3,675,131)	-	-	19,284,594
With donor restrictions	<u>7,329,997</u>	<u>4,564</u>	<u>(1,500)</u>	<u>-</u>	<u>-</u>	<u>7,333,061</u>
Total net assets (deficit)	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>-</u>	<u>-</u>	<u>26,617,655</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2019

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:					
Public support:					
Contributions, net	\$ 910,465	\$ 19,996	\$ 66,344	\$ -	\$ 996,805
Special events, net	1,998,632	88,917	2,338	-	2,089,887
Annual campaigns, net	422,964	3,803	7,064	-	433,831
Bequests	<u>391,990</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>391,990</u>
Total public support	3,724,051	112,716	75,746	-	3,912,513
Revenue:					
Fees and grants from governmental agencies and others, net	58,874,158	6,854,565	431,856	(140)	66,160,439
Other grants	24,785,404	293,891	297,079	-	25,376,374
Dividend and interest income	622,562	2	-	-	622,564
Rental income	32,170	-	-	-	32,170
Intercompany revenue	796,921	-	-	(796,921)	-
Other	<u>200,793</u>	<u>11,445</u>	<u>-</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>85,312,008</u>	<u>7,159,903</u>	<u>728,935</u>	<u>(797,061)</u>	<u>92,403,785</u>
Total public support and revenue	89,036,059	7,272,619	804,681	(797,061)	96,316,298
Operating expenses:					
Program services:					
Public health education	243,810	7,280	1,382	-	252,472
Professional education	74,330	-	-	-	74,330
Direct services	<u>76,571,433</u>	<u>6,939,921</u>	<u>761,937</u>	<u>(28,274)</u>	<u>84,245,017</u>
Total program services	76,889,573	6,947,201	763,319	(28,274)	84,571,819

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:					
Management and general	\$ 9,015,278	\$ 705,476	\$ 95,317	\$(768,787)	\$ 9,047,284
Fundraising	<u>791,631</u>	<u>38,366</u>	<u>93,530</u>	<u>—</u>	<u>923,527</u>
Total supporting services	<u>9,806,909</u>	<u>743,842</u>	<u>188,847</u>	<u>(768,787)</u>	<u>9,970,811</u>
Total functional expenses	86,696,482	7,691,043	952,166	(797,061)	94,542,630
Support of National programs	<u>103,125</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>103,125</u>
Total operating expenses	<u>86,799,607</u>	<u>7,691,043</u>	<u>952,166</u>	<u>(797,061)</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,236,452	(418,424)	(147,485)	—	1,670,543
Other non-operating expenses, gains and losses:					
Change in fair value of interest rate swaps	(882,409)	—	—	—	(882,409)
Net unrealized and realized losses on investments, net	(211,272)	—	—	—	(211,272)
Decrease in fair value of beneficial interest in trust held by others	(4,273)	—	—	—	(4,273)
Gain (loss) on sales and disposals of fixed assets	(116,399)	1,200	(3,936)	—	(119,135)
Contribution of assets from affiliation	1,014,679	—	—	—	1,014,679
Other non-operating gains	<u>42,711</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>42,711</u>
	<u>(156,963)</u>	<u>1,200</u>	<u>(3,936)</u>	<u>—</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,079,489	(417,224)	(151,421)	—	1,510,844
Net assets (deficit) at beginning of year	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>—</u>	<u>26,617,655</u>
Net assets (deficit) at end of year	<u>\$30,293,262</u>	<u>\$1,663,289</u>	<u>\$(3,828,052)</u>	<u>\$ —</u>	<u>\$28,128,499</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,913,486	\$ 28,113	\$ 83,497	\$ -	\$ -	\$ 2,025,096
Special events, net	1,898,837	394	55,087	-	-	1,954,318
Annual campaigns, net	371,433	4,761	5,148	-	-	381,342
Bequests	<u>138,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,000</u>
Total public support	4,321,756	33,268	143,732	-	-	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	-	-	63,635,700
Other grants	21,165,950	1,060,871	246,770	-	-	22,473,591
Dividend and interest income	591,280	2	-	-	-	591,282
Rental income	27,050	-	-	-	-	27,050
Intercompany revenue	741,597	-	-	-	(741,597)	-
Other	<u>110,189</u>	<u>12,475</u>	<u>24</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>80,718,201</u>	<u>6,334,689</u>	<u>539,018</u>	<u>-</u>	<u>(741,597)</u>	<u>86,850,311</u>
Total public support and revenue	85,039,957	6,367,957	682,750	-	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	-	-	254,896
Professional education	23,007	-	-	-	-	23,007
Direct services	<u>72,888,726</u>	<u>6,001,327</u>	<u>761,733</u>	<u>-</u>	<u>(32,934)</u>	<u>79,618,852</u>
Total program services	73,158,411	6,008,426	762,852	-	(32,934)	79,896,755

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 8,536,262	\$ 614,425	\$ 124,821	\$ -	\$(708,663)	\$ 8,566,845
Fundraising	<u>869,629</u>	<u>73,295</u>	<u>199,153</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,405,891</u>	<u>687,720</u>	<u>323,974</u>	<u>-</u>	<u>(708,663)</u>	<u>9,708,922</u>
Total functional expenses	82,564,302	6,696,146	1,086,826	-	(741,597)	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>82,603,338</u>	<u>6,696,146</u>	<u>1,086,826</u>	<u>-</u>	<u>(741,597)</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	-	-	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	-	-	-	-	869,089
Net unrealized and realized gains on investments, net	553,415	-	-	-	-	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	-	-	-	-	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	-	-	(9,100)
Other non-operating expenses	<u>(32,462)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(32,462)</u>
	1,388,548	-	-	-	-	1,388,548
Loss from discontinued operations	<u>-</u>	<u>-</u>	<u>(7,712)</u>	<u>(568)</u>	<u>-</u>	<u>(8,280)</u>
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	-	3,084,622
Dissolution of an affiliate	<u>201,218</u>	<u>-</u>	<u>-</u>	<u>(201,218)</u>	<u>-</u>	<u>-</u>
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	-	3,084,622
Net assets (deficit) at beginning of year	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
Net assets (deficit) at end of year	<u>\$28,213,773</u>	<u>\$2,080,513</u>	<u>\$(3,676,631)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$26,617,655</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2019

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Salaries and related expenses	\$65,435,133	\$6,093,712	\$586,402	\$ -	\$72,115,247
Professional fees	8,882,815	787,372	121,247	(796,920)	8,994,514
Supplies	2,408,019	44,005	3,604	-	2,455,628
Telephone	577,341	53,983	12,661	-	643,985
Postage and shipping	52,613	1,911	629	-	55,153
Occupancy	2,537,013	250,741	66,275	-	2,854,029
Outside printing, artwork and media	47,553	1,070	3,113	-	51,736
Travel	2,012,248	327,336	27,841	-	2,367,425
Conventions and meetings	307,951	30,527	1,689	-	340,167
Specific assistance to individuals	984,177	33,265	116,504	(141)	1,133,805
Dues and subscriptions	46,477	-	640	-	47,117
Minor equipment purchases and equipment rental	325,296	11,437	844	-	337,577
Ads, fees and miscellaneous	215,496	18,051	1,277	-	234,824
Interest	998,992	-	-	-	998,992
Depreciation and amortization	1,833,006	37,542	7,701	-	1,878,249
Miscellaneous business tax	<u>32,352</u>	<u>91</u>	<u>1,739</u>	<u>-</u>	<u>34,182</u>
	<u>\$86,696,482</u>	<u>\$7,691,043</u>	<u>\$952,166</u>	<u>\$(797,061)</u>	<u>\$94,542,630</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Salaries and related expenses	\$61,838,983	\$5,345,519	\$ 723,908	\$ -	\$ -	\$67,908,410
Professional fees	8,697,979	669,966	170,708	-	(741,597)	8,797,056
Supplies	2,372,988	33,136	11,759	-	-	2,417,883
Telephone	575,097	35,251	16,084	-	-	626,432
Postage and shipping	52,292	1,689	792	-	-	54,773
Occupancy	2,297,757	170,645	63,386	-	-	2,531,788
Outside printing, artwork and media	42,146	4,051	4,497	-	-	50,694
Travel	2,061,630	306,760	24,173	-	-	2,392,563
Conventions and meetings	239,712	15,397	3,568	-	-	258,677
Specific assistance to individuals	1,053,536	41,070	35,587	-	-	1,130,193
Dues and subscriptions	64,350	-	1,138	-	-	65,488
Minor equipment purchases and equipment rental	348,425	14,929	1,492	-	-	364,846
Ads, fees and miscellaneous	146,008	22,997	24,183	-	-	193,188
Interest	1,024,622	-	-	-	-	1,024,622
Depreciation and amortization	<u>1,748,777</u>	<u>34,736</u>	<u>5,551</u>	<u>-</u>	<u>-</u>	<u>1,789,064</u>
	<u>\$82,564,302</u>	<u>\$6,696,146</u>	<u>\$1,086,826</u>	<u>\$ -</u>	<u>\$(741,597)</u>	<u>\$89,605,677</u>

* Includes Manchester Alcoholism Rehabilitation Center.

label 4

Easter Seals New Hampshire, Inc.; 555 Auburn Street; Manchester, NH 03103
Board of Directors

Chairman

Matthew Boucher

Bill Lambrukos

Past Chairman

Andrew MacWilliam

Rick Courtemanche

Vice Chairman

Tom Sullivan

Bob Litterst

Christine Williams

Vice Chairman

Charles S. Goodwin

Elizabeth Lamontagne

Linda Roth

Treasurer

Bryan Bouchard

Mary Flowers

Assistant Treasurer

Charles Panasis

Tracey Pelton

Lucy Lange

Secretary

Open

Mark Sandler

Scott Spradling

Farm Center-Rep

Ian MacDermott

General Counsel & Assistant Secretary

(non-voting member)

Bradford Cook, Esq.

Jim Bee

Assistant Secretary

(non-voting member)

Betty Burke

Wendell Butcher

Richard Rawlings

Rob Wieczorek

Dennis Beaulieu

Doris Labbe

EASTER SEALS NH, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$300,000	0%	\$0
Elin Treanor	CFO	\$254,616	0%	\$0
Joseph Emmons	CDO	\$144,200	0%	\$0
Tina Sharby	CHRO	\$178,500	0%	\$0
Nancy Rollins	COO	\$165,000	0%	\$0
Fred Roberge	VP of Transportation	\$120,492	0%	\$0

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

- 2019 – Present Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO
- 1991 – 2019 Families in Transition – New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)
- 1987 – 1991 State of New Hampshire, Division for Children and Youth
Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Contact

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building

Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families in Transition

January 2018 – Present ²⁰¹⁹
President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018

Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017

President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Community Service

• NH Charitable Foundation – Member Board of Directors Current

• NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors 2015

• Leadership New Hampshire, 2010

• Housing Action New Hampshire – Past Council Member 2009

• Greater Manchester Chamber of Commerce – Past Member, Board of Directors 2009

Awards and Honors

• Greater Manchester Chamber of Commerce's Citizen of the Year 2018

• Southern New Hampshire University Loeffler Award 2018

• University of New Hampshire Granite State Award 2018

• Business NH Magazine's Nonprofit of the Year 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs; one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business 2011

- Key to The City of Manchester by Mayor Robert Baines 2005

- National Association of Social Workers Citizen of the Year 2005

- NH Business Review's Business Excellence Award 2004

- Walter J. Dunfee Award for Excellence in Management Organizational Award 2004

- NH Commission on the Status of Women Women's Recognition Award 2003

- New Hampshire Housing Finance Authority Best Practices in Housing Development 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Elin Treanor

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- 1994 – Present Easter Seals New Hampshire, Inc., Manchester, NH
Senior Vice President & Chief Financial Officer
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
- 1988 – 1994 Easter Seal Society of NH, Inc., Manchester, NH
Vice President of Finance
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter.
- 1984 – 1988 Easter Seal Society of NH, Inc., Manchester, NH
Controller
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions.

Elin Treanor
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major
-

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports. Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

**State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301**

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at -risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301**

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301**

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 - February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center
Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985
Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College
Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001- Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty

May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee

December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families
For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare
Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire
State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children
Board of Directors Regional Member, Holyoke, MA 1988 -1989

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH**Recruiter**

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION***Masters in Business Administration***

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

FREDERICK THOMAS ROBERGE

EDUCATION

New Hampshire College, Manchester NH
School of Human Services
Bachelor of Science, 1983

Saint Mary's University, Halifax, Nova Scotia
Sociology-Geography Major 1978-1980

WORK EXPERIENCE

Vice President 1997- Present

Easter Seals of NH, ME, NY, RI, VT.
Responsible for Agency Transportation
Services. Executive Management Team

Director 1988-1997

Assistant Director 1987-1988

Administrative Assistant/ Dispatcher 1984 – 1987

Driver /Guide/Case Manager 1980 – 1984

Summary:

Management and oversight of community transportation services in NH, ME, NY, VT and RI. Direct oversight of STS which employs 160 staff as Drivers, Monitors, Dispatchers, Mechanics and Maintenance Technicians, Billing/Clerical Support, and Administration, and operates a fleet of over 100 specially equipped vehicles.

RELATED EXPERIENCE

**NH State Coordinating Council for Community
Transportation 2007-Present -Chair**

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007

AWARDS

1989, 1992 Presidents Award for Exceptional Service
1990 Manager of the Year, Easter Seals NH
1992 Outstanding Service award presented by NHTA
1993 Exceptional service award American Red Cross
2010 SCC Certificate of Recognition