



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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JEFF BRILLHART, P.E.
ACTING COMMISSIONER

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

Bureau of Rail & Transit
April 7, 2015

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with the Community Alliance of Human Services, Inc. (Vendor 177312), Claremont, NH, for an amount not to exceed \$460,464 for public transportation services in the Claremont, Newport and Charlestown area, for the period July 1, 2015 through June 30, 2017, effective upon approval by Governor and Council. 100% Federal Funds.

Funding for this agreement is available in the fiscal year 2016 and 2017 budget, contingent upon the availability and continued appropriation of funds, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

Table with 3 columns: Description, FY 2016, FY 2017. Row 1: 04-96-96-964010-2916 Public Transportation. Row 2: 072-500575 Grants to Non-Profits-Federal \$244,268 \$216,196

EXPLANATION

The Department has approved a request for Federal Transit Administration (FTA) funding from Community Alliance of Human Services to assist in the provision of public transit service. Community Alliance of Human Services is a private, non-profit organization that provides rural public transportation, including transportation for seniors and individuals with disabilities, in Claremont, Newport, and Charlestown.

The bus schedules for Community Alliance of Human Services are attached to this Agreement.

The Department's proposed FY 2016 and 2017 operating budget includes funds from the FTA Section 5311 Formula Grants for Rural Areas Program (Section 5311) that provides funds for capital, planning, and operating assistance for public transportation in rural areas with populations of less than 50,000. Community Alliance of Human Services has provided public transportation utilizing these funds since 1993. The Department has allocated federal funding for the SFY 2016-2017 biennium based on prior funding levels, applications received, and available FTA funds. For the SFY 2016-2017 biennium, the FTA Section 5311 allocation for Community Alliance of Human Services is \$432,392.

Community Alliance has also been awarded FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula program (Section 5310) funds in the amount of \$28,072 for SFY 2016. These Section 5310 funds will fund a coordinator position for Community Alliance's Volunteer Driver Program, which provides additional transportation opportunities for seniors and individuals with disabilities in the Sullivan County Regional Coordinating Council area. The Section 5310 funds were allocated by region, according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual Regional Coordinating Council was responsible for conducting its own project solicitation, evaluation,

and prioritization and then submitting one regional application for eligible Section 5310 formula fund projects through an approved lead agency. The Sullivan County Regional Coordinating Council designated Community Alliance of Human Services as the lead agency to apply for the funds on behalf of the region. As required by FTA, this project is identified in a locally developed coordinated public transit-human services transportation plan.

Community Alliance of Human Services, Inc. will provide the required matching funds for both the FTA Section 5311 and FTA Section 5310 programs to include 20% for administration and/or capital and 50% for operations.

The Department released a public notice on December 29, 2014 announcing the availability of FTA Section 5311 funds and applications were due on February 9, 2015. The Department received applications for seven (7) rural public transit systems and awarded funds to each transportation system. The seven (7) public transit systems are as follows:

Transit System	Applicant
Advance Transit (AT)	Advance Transit
Concord Area Transit (CAT)	Community Action Programs Belknap-Merrimack Counties
Winnepesaukee Transit System (WTS)	Community Action Programs Belknap-Merrimack Counties
Community Alliance Transportation Services (CATS)	Community Alliance for Human Services
City Express	VNA @ Home Healthcare, Hospice & Community Services
North Country Transit (NCT)	Tri-County Community Action Program
Carroll County Transit (CCT)	Tri-County Community Action Program

An evaluation committee that consisted of Frederick Butler (NHDOT Rail & Transit, Public Transportation Administrator), Michael Pouliot (NHDOT Rail & Transit, Transportation Specialist) and Carol Spottiswood (NHDOT Rail & Transit, Transportation Project Coordinator) reviewed, evaluated and scored applications based on criteria as indicated in the application materials and the Department's State Management Plans for FTA programs. Every application met the Department's criteria for inclusion in its SFY 2016-2017 public transit funding plan and will be awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

Evaluation Criteria	Weight
1 The proposed service effectively addresses a demonstrated community need, and/or the proposed service is a continuation or expansion of existing services.	15%
2 The applicant has the fiscal and technical capacity and adequate budget to operate its service.	15%
3 The applicant has successful experience in providing transportation services.	15%
4 The application shows coordination with other transportation providers in the service area: public, nonprofit, and for-profit.	10%
5 The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government.	10%
6 The applicant demonstrates effort to involve the private sector in the delivery of transportation services.	10%

7	The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.	15%
8	The applicant complies with relevant federal and state regulations, and has a history of compliance with regulations and reporting requirements.	10%
		100%

Transit System	Average Score
Advance Transit	91.7%
Concord Area Transit	89.2%
Winnepesaukee Transit System	86.5%
Community Alliance Transportation Services	85.8%
City Express	86.3%
North Country Transit	82.0%
Carroll County Transit	86.3%

In the event that federal funds become unavailable, general funds will not be requested to support this program.

The Agreement has been approved by the Attorney General as to form and execution and the Department will verify the necessary funds are available pending enactment of the Fiscal Year 2016 and 2017 budget. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



David J. Brillhart, P.E.
Acting Commissioner

Attachments

Subject: Community Alliance of Human Services SFY 2016-2017 FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302-0483	
1.3 Contractor Name Community Alliance of Human Services		1.4 Contractor Address PO Box 188, 27 John Stark Hwy., Newport NH 03773	
1.5 Contractor Phone Number 603-863-7708	1.6 Account Number 04-96-96-964010-2916-072	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$460,464.00
1.9 Contracting Officer for State Agency Michelle Winters, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth Clupinan Interim ED	
1.13 Acknowledgement: State of NH , County of Sullivan On 3-24-15 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Pamela Joslin			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Patricia C. Herlihy, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 4/15/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Handwritten: 3/24/15

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, 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 appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 3/27/11

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

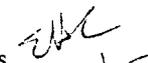
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 3/24/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 3/24/11]

EXHIBITS TO CONTRACT

EXHIBIT A Scope of Services

EXHIBIT B Budget

EXHIBIT C Special Provisions

EXHIBIT D Vehicle Inventory

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Unified Protective Arrangement

Federal Clauses and Federal Certifications

Social Service Documents to Include:

 Financial Report

 Board of Directors

 Key Personnel and salaries

 Resumes

Quarterly Monitoring Report Form

Charter Report Form

NTD Report Form

Bus Schedule(s)

2/26/15
3/24/15

EXHIBIT A

SCOPE OF SERVICE

The Contractor, Community Alliance of Human Services, shall provide the following public transit service(s):

- A.1. Fixed route, demand-responsive, and/or route deviation public transit services in the Towns of Claremont, Newport and Charlestown as detailed in the "Project Description" of the Contractor's application to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter "NHDOT") for Section 5311 funding, including a map of service areas and fare structure.
- A.2 The Commissioner of the Department of Transportation or the Commissioner's designee (hereinafter the "Commissioner") may require the Contractor to provide additional transportation services or to reduce transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Commissioner to the Contractor. The Contractor shall implement the alterations within thirty (30) days unless otherwise agreed by the Commissioner and the Contractor.
- A.3 The Contractor may request to revise transportation services, as submitted in the Contractor's grant application to the NHDOT, to add, reduce or adjust transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Contractor to the Commissioner for approval. Upon approval of the Commissioner, the Contractor shall implement any alterations within thirty (30) days unless otherwise agreed by the Commissioner and the Contractor.
- A.4 The Contractor shall not change, add, or delete any route or make any fare, service or operating schedule adjustments without the prior written agreement of the Commissioner, except in an emergency situation. In such an emergency, the Contractor shall notify the Commissioner no later than the next working day following the day of such changes. Such change shall be valid for five days; thereafter, the written approval of the Commissioner shall be required.
- A.5 All project vehicles, including those Federally-funded vehicles outlined in Exhibit D, Project Equipment, as identified by their Vehicle Identification Numbers, shall be used in accordance with all applicable Federal and State laws.
- A.6. The Contractor will act as the lead agency for the Region 4, Sullivan County Regional Coordinating Council, for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula funds. Activities shall include those listed in the "Project Description" of the Contractor's application to NHDOT for Section 5310 RCC Formula funding, including but not limited to: support for a volunteer driver coordinator position for intake, coordination, and assignment of rides, marketing, recruiting, training, tracking and reporting, and oversight of the volunteer driver program.

2/24/15

EXHIBIT B

BUDGET

B.1 The Contract price, as defined in Section 1.8 of the General Provisions, is the FTA Section 5311 and 5310 portion of the eligible project costs. Federal funds are granted as follows:

	SFY 2016	SFY 2017
SECTION 5311		
Administration	\$119,536	\$119,536
Capital PM	\$16,560	\$16,560
Operating	\$80,100	\$80,100
SECTION 5310 FORMULA		
Region 4 Sullivan County	\$28,072	
TOTAL FEDERAL FUNDS	\$244,268	\$216,196

Funds are contingent upon Federal and State appropriations.

- B.2 Not less than fourteen days prior to the submission of the Contractor's first request for FTA Section 5311 reimbursement, the Contractor shall submit to the Commissioner a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the Commissioner. Budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.
- B.3 The Contractor may seek reimbursement only for eligible expenses listed in the budget and detail-of-cost form provided by the State, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit.
- B.4 At the sole discretion of the Commissioner, the Contractor may carry forward any unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.
- B.5 The Contractor may seek reimbursement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities formula funds by submitting a monthly or quarterly invoice to the NHDOT for the total eligible expenses less required agency match. The invoice shall include verification of sources of amounts of matching funds to support the request.

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3/24/15

EXHIBIT C

SPECIAL PROVISIONS

- C.1.** Amend P-37 Section 2. "EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED" by adding the following:
- 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- C.2.** Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT" by adding the following:
- 5.5 The amount paid by the State to the Contractor shall not exceed 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Operating, administrative and capital costs are identified in Exhibit B. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
- 5.6 In the event that revenues exceed the total allowable costs, said revenues in excess of total allowable costs shall be placed in an interest bearing account within 30 days of the Completion Date and made available to the State upon demand.
- 5.7 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200. No requests for advance payment will be accepted by the State.
- 5.8 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.
- 5.9 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement. Contract reimbursements shall not exceed 50% of the total contract amount in any given quarter.
- 5.10 Final Payment. Satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment (i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.
- C.3.** Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY" by adding the following:

- 6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex or national origin.
- 6.6 The provisions of 2 CFR 200, shall apply to local administration of this agreement and any subcontracts under this agreement.
- C.4. Amend P-37 Section 9. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:
- 9.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
- a) Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
 - b) As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
- 9.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor or subcontractor its license in the copyright to the date derived under this Agreement or a copy of the data first produced under this Agreement.
- 9.6 The Contractor shall indemnify, save and hold harmless the State and United States, their officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- 9.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.
- 9.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 9.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.

ESC
3/24/11

C.5. Amend P-37 Section 10. "TERMINATION" by adding the following:

- 10.1 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.
- 10.2 Termination; Liability. In the event of termination under Section 4 or 10.4 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including refund of any federal funds required by FTA.
- 10.3 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.
- 10.4 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.

C.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:

- 12.1 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.

C.7. Amend P-37 Section 14. "INSURANCE" by adding the following:

- 14.1.1.a. The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$3,000,000 General Aggregate for Community Alliance of Human Services in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

C.8. Amend P-37 by adding "DEFINITIONS" as Section 25:

25. DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit A and which satisfy the requirements of 2 CFR 200.

FTA: U.S. Department of Transportation, Federal Transit Administration

PROJECT APPLICATION: The narrative, charts, figures and/or maps submitted to the State detailing the scope of the public transportation program of the Contract as modified and approved by the State.

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REVENUE: Fares from individuals or other direct income for the public transportation services being provided by the Contractor. Revenues also include funds from contracts, purchase of service agreement, and excess matching funds that directly benefit the transportation service.

SECTION 5311: Section 5311 of the Federal Transit Act of 1964, as amended.

STATE: The State of New Hampshire, acting through the Department of Transportation, Bureau of Rail and Transit.

C.9. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

- .1. **Ledgers.** Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.
- .2. **Accounts Receivable.** Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger on a form approved by the State. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.
- .3. **Payables.** Contractor and/or subcontractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager. Immediately upon payment, Contractor and/or subcontractor shall make entries to the appropriate ledger sheets documenting payment. (Each subcontractor shall identify a Contract Manager).
- .4. **Voucher and Receipt Register.** Contractor and/or subcontractor shall establish and maintain two registers, which will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.
- .5. **Check Register.** Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.
- .6. **Time Sheet, Taxes, and Benefits.** Contractor and/or subcontractor shall require each of its employees to submit weekly time reports designating work performed and time spent on such

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work. The contractor shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports, and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.

- .7. **Reimbursements.** Prior to the fifteenth day of each month, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.
- .8. **Maintenance of Records.** The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
- .9. **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
- .10. **Independent Audit.** The Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
 - .10.1. In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
- .11. The Contractor shall submit quarterly performance and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting.
- C.10. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:
 27. **PROJECT EQUIPMENT AND REAL PROPERTY.** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:

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- a. All procurements shall be made in accordance with 2 CFR 200 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Part 660.
- b. All vehicles shall be purchased by the State, unless the Contractor has received prior approval from the State to procure vehicles.
- c. All other equipment with a cost in excess of five hundred (\$500) per unit shall be purchased by the Contractor subject to the prior approval of the State.
- d. 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 vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
- e. In the event that this agreement is terminated, all project equipment and property becomes the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1G, and the Section 5311 State Management Plan.

C.11. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:

- 28. EQUIPMENT CERTIFICATION.** The Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by May 31st of each year.

C.12. Amend P-37 by adding "EQUIPMENT MAINTENANCE" as section 29:

- 29. EQUIPMENT MAINTENANCE.** Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit A. Contractor shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The contractor shall certify proper maintenance procedures, i.e. strict compliance with the vehicle preventive maintenance guidelines, on vehicle reports. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

C.13. Amend P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:

- 30. REPAIR RECORDS AND REPORTS.** The Contractor shall maintain a complete and up to date record of all motor vehicle repairs, and shall make such records available to the State and FTA upon demand.

C.14. Amend P-37 by adding "VEHICLE STORAGE" as section 31:

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31. **VEHICLE STORAGE.** With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the Contractor shall park or garage each vehicle so as to ensure maximum available protection and safety for each vehicle. The Contractor shall also ensure that each vehicle will be parked or garaged in such a manner that its daily operations are not impaired or curtailed by conditions of weather or any other circumstances. The Contractor shall notify the State of the location of the garaging site and any relocation.

C.15. Amend P-37 by adding “TRAINING AND DRIVER REVIEW” as section 32:

32. **TRAINING AND DRIVER REVIEW.** The State may require participation in training courses determined to be essential to FTA program management in this contract period and may require participation in such training programs as it deems necessary by drivers and other employees involved in the transportation of the public. Training may include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

C.16. Amend P-37 by adding “SAFETY REQUIREMENTS” as section 33:

33. **SAFETY REQUIREMENTS.** All project equipment shall be inspected and certified by the Department of Safety, and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.

The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any accident in compliance with State law.

The Contractor shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.

C.17. Amend P-37 by adding “SERVICE LIMITATIONS” as section 34:

34. **SERVICE LIMITATIONS.** The Contractor shall not engage in the provision of transportation services other than those described in Exhibit A, or outside the service area described in Exhibit A, without the written consent of the State and without obtaining the appropriate operating authority. The Contractor shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.

C.18. Amend P-37 by adding “CONTRACTOR REPRESENTATIONS” as section 35:

35. **CONTRACTOR REPRESENTATIONS.** Contractor warrants that with respect to the Services to be performed, it has obtained all licenses, permits, or approvals which are required by any law, order or regulation of any authority, state or federal, or which may be necessary for the performance of the Services hereunder. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform such Services, and shall be properly licensed and authorized to perform such Services under all applicable laws.

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C.19. Amend P-37 by adding "LABOR PROVISIONS" as section 36:

36. **LABOR PROVISIONS.** The Contractor agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 533(b) of 49 USC 53 or as amended, incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit A.

C.20. Amend P-37 by adding "PATENT RIGHTS" as section 37:

37. **PATENT RIGHTS.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Contractor and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

C.21. Amend P-37 by adding "BROKERAGE REPRESENTATION" as section 38:

38. **BROKERAGE REPRESENTATION.** The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

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EXHIBIT D

COMMUNITY ALLIANCE OF HUMAN SERVICES

ITEM	ID NUMBER
2014 Ford Eldorado Advantage	1FD4E4FS0DDB28888
2011 Startrans Senator II bus 16&2	1FD4E4FS8ADB01904
2010 Eldorado Aerolite 8&2 gas bus (ARRA)	1FD4E3FL5ADB01485
2010 Eldorado Aerolite 8&2 gas bus (ARRA)	1FD4E3FL3ADB01484
2007 Ford Starcraft Allstar gas engine bus	1FDXE45S67DB03438
2007 Ford Starcraft Allstar gas engine bus	1FDXE45S27DA92132
2007 Ford Starcraft Allstar gas Engine Bus	1FDX345S37DA92124
2003 Molly Trolley	1FCMF53S120A06466
	Y ALLIANCE OF HUMA Total Vehicles 8

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2015
3/24/15

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 ALLIANCE OF HUMAN SERVICES is a New Hampshire nonprofit corporation formed April 30, 1991. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of March A.D. 2015

William M. Gardner

William M. Gardner
Secretary of State


Corporation Division

[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)
[Guidelines](#)
[Name Availability](#)
[Name Appeal Process](#)

Date: 3/27/2015 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
COMMUNITY ALLIANCE OF HUMAN SERVICES	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	156424
Status:	Good Standing
Entity Creation Date:	4/30/1991
Principal Office Address:	PO Box 188 27 John Stark Hwy Newport NH 03773
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/5/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



Community
Alliance of
Human Services

Connections for Independent Living

Administrative Offices
P. O. Box 188
Newport, NH 03773
Tel: (603) 863-7708
Fax: (603) 863-9554

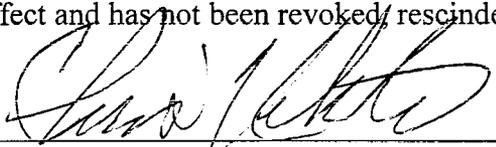
ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of a meeting of the Board of Directors of Community Alliance of Human Services, on November 26, 2014, which was duly called, of which a quorum was present:

On a motion duly made and seconded, it was voted to authorize Interim Executive Director Elizabeth Chipman to accept grants and awards and enter into contracts and contract amendments from time to time with the NH Department of Transportation, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the NH Department of Transportation, this authorization to continue until revoked by the governing board.

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

March 24, 2015
Date


Chris Kebalka
Chair, Board of Directors

No Corporate Seal

STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

On March 24, 2015 before me personally appeared the person identified in the foregoing certificate, known to be Chair of the Board of Directors of the corporation identified in the foregoing certificate, and acknowledge that Chris Kebalka executed the foregoing certificate.

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


Notary Public
Commission Expires:

KENDRA G. CARTER, Notary Public
My Commission Expires February 2, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2015

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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME:	
	PHONE (A/C, No, Ext): 603-352-2121	FAX (A/C, No):
	E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	
INSURED COMMUNITYALLIAN Community Alliance of Human Services PO Box 188 Newport NH 03773	INSURER B: Granite State Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 549819136

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		PHPK1175547	5/30/2014	5/30/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COM/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1175547	5/30/2014	5/30/2015	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			PHUB459414	5/30/2014	5/30/2015	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
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	WC004321443	9/20/2014	9/20/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	Professional Liability			PHPK1175547	5/30/2014	5/30/2015	1,000,000 3,000,000	each incident aggregate

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

Workers Comp laws apply for the state of: NH
Certificate Holder is named as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept. of Transportation 7 Hazen Drive P.O. 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>James H. Neal</i>

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UNIFIED PROTECTIVE ARRANGEMENT
For Application to Capital and Operating Assistance Projects
PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the Department of Transportation's contract of assistance with the Grantee, by reference;

The terms and conditions set forth below shall apply for the protection of the transportation related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee to any additional Recipient under the grant, the Grantee shall incorporate this arrangement into the contract of assistance between the Grantee and the Recipient, by reference, binding the Recipient to these arrangements.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipient. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, refers to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant, including both employees of the Recipient and employees of other public transportation providers. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service

area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the

Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices, provided under subparagraph 5(a), involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the

matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision has been rendered pursuant to the dispute resolution procedures in accordance with paragraph (15) of this arrangement; or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final dispute resolution determination is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to the dispute resolution process under paragraph (15) of this arrangement. In any such dispute resolution procedure, the neutral shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such dispute resolution process, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such dispute resolution procedure, the time period within which the parties are to respond to the list of potential neutrals submitted by the American Arbitration Association shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, and the award of the neutral shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days if post hearing briefs are submitted by either party. The intended change shall not be instituted during the pendency of any dispute resolution proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final dispute resolution determination rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final dispute resolution determination shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final decision pursuant to subparagraph (b).

(6)(a) Whenever an employee retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid to each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month

during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid to each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of protection</u> equivalent period
1 day to 6 years	6 years
6 years or more	

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer, after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of

time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final and binding dispute resolution determination rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a

position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which

are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the

valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser, or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 " " " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 " " over	12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the

employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15) Any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c) of this arrangement, the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient(s) and the Union(s), which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of the Recipient(s) or the Union(s) in accordance with a final and binding resolution

procedure mutually acceptable to the parties. Failing agreement within ten (10) days on the selection of such a procedure, any party to the dispute may request the American Arbitration Association to furnish an arbitrator and administer a final and binding arbitration under its Labor Arbitration Rules. The parties further agree to accept the arbitrator's award as final and binding.

The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient(s), and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the employee's obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected, as a result of the project, may file a written claim through his/her Union representative with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless the claim is filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claims.

The Recipient will fully honor the claim, making appropriate payments, or will give written notice to the claimant and his/her representative of the basis for denying or modifying such claim, giving reasons therefore. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is

so rejected by the Recipient, the claim may be processed in accordance with the final and binding resolution procedures described in paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) hereof, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Grantee and between the Grantee and any Recipient; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree in writing. Transit employees in the service area of the

project are third-party beneficiaries to the terms of this protective arrangement, as incorporated by reference in the contractual agreement.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or local law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its work force(s) in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.



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Carter
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email=ann.carter@dhs.gov,
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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 (\$3,000 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.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles or facilities.

Energy Conservation

All Contracts except micro-purchases (\$3,000 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

All Contracts and Subcontracts over \$100,000

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 \$100,000 financed in whole or in part with FTA assistance.

Lobbying

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 (\$3,000 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 \$100,000.
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

All Contracts except micro-purchases (\$3,000 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 purchaser 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

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 \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses

set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 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 (\$3,000 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 \$100,000

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 of 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 (Non Procurement)

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contracts Involving Federal Privacy Act Requirements

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 (\$3,000 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

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor shall comply with applicable transit employee protective requirements as follows:

(a) Transit Employee Protective Requirements for Projects Authorized by 49 USC 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with FTA assistance authorized by 49 USC 5311, the contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current, and any alternative comparable arrangement specified by U.S. DOL for application to the project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revision thereto. [New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et. Seq., August 13, 2008.]

(2) Contractor shall also include any applicable requirements in each subcontract involving transit operations financed in whole or in part with FTA assistance.

Disadvantaged Business Enterprise

Contracts over \$3,000 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/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.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 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.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) 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 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, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, 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

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

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

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.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 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. 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 \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

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.

CFDA number for the Federal Transportation Administration

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," 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.

Federal Certifications

**Disadvantaged Business Enterprise
Section a.**

Separate contract goal for Disadvantaged Business Enterprise (DBE) participation

The State of New Hampshire, Department of Transportation has established an overall goal of 1.63% for DBE participation in Federal Transit Administration funded contract in lieu of the 10% national goal outlined in Section a. of the Disadvantaged Business Enterprise Federal Clause.

By signing below the Contractor agrees to comply with the applicable Federal Clauses.

Date: 3.24.15

Company Name: Community Alliance

Authorized Name: Elizabeth Chipman

Signature: Elizabeth Chipman

Title: Interim E.D.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Elizabeth Chipman Interim E.D., hereby certify
(Name and title of official)

On behalf of Community Alliance of Human Services that:
(Name of Bidder/Company Name)

- 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.
- 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.
- 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 Community Alliance
Type or print name Elizabeth Chipman
Signature of authorized representative Elizabeth Chipman Date 3/24/15
Signature of notary and SEAL Parveta A. Jain

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Community Alliance

Signature of Authorized Official Elizabeth Chipman Date 3/29/2015

Name and Title of Contractor's Authorized Official Elizabeth Chipman Interim E.O.

**COMMUNITY ALLIANCE OF
HUMAN SERVICES, INC.**

**Financial Statements
and
Independent Auditors' Report**

As of and for the Years Ended
June 30, 2014 and 2013

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

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TYLER, SIMMS & ST. SAUVEUR, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Directors of
Community Alliance of Human Services, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Alliance of Human Services, Inc., which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and changes in net assets 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. 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 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Alliance of Human Services, Inc. as of June 30, 2014, 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 Community Alliance of Human Services, Inc.'s 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 27, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information contained on pages 12-15 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.

Tyler, Lemus and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
November 26, 2014

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Financial Position

As of June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 37,553	\$ 50,034
Accounts receivable	45,534	95,833
Prepaid expenses and other current assets	13,060	16,378
Total current assets	<u>96,147</u>	<u>162,245</u>
Property and equipment, at cost		
Land	30,660	30,660
Buildings	124,488	124,488
Leasehold improvements	677	677
Building improvements	115,889	115,889
Furniture, fixtures and equipment	649,630	585,741
Construction in process	-	12,313
	<u>921,344</u>	<u>869,768</u>
Less: Accumulated depreciation	644,656	575,118
Net property and equipment	<u>276,688</u>	<u>294,650</u>
Investments	205,168	190,996
Other assets	3,200	8,000
Goodwill, net	92,584	92,584
Total assets	<u>\$ 673,787</u>	<u>\$ 748,475</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 29,606	\$ 39,000
Accrued payroll and related taxes	21,100	13,877
Other accrued liabilities	17,429	25,472
Current portion of deferred revenue	71,610	56,354
Current portion of long-term debt	9,697	8,886
Total current liabilities	<u>149,442</u>	<u>143,589</u>
Long-term deferred revenue, less current portion shown above	<u>3,200</u>	<u>8,000</u>
Long-term debt, less current portion shown above	<u>113,353</u>	<u>123,875</u>
Total liabilities	<u>265,995</u>	<u>275,464</u>
Commitments and contingencies	-	-
Net assets		
Unrestricted	208,123	286,514
Temporarily restricted	199,669	186,497
Total net assets	<u>407,792</u>	<u>473,011</u>
Total liabilities and net assets	<u>\$ 673,787</u>	<u>\$ 748,475</u>

The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Activities and Changes in Net Assets

For the Year Ended June 30, 2014 with Summarized Financial Information for the Year Ended June 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2014</u>	<u>Total 2013</u>
Support and revenue				
Support				
Program fees	\$ 415,395	\$ -	\$ 415,395	\$ 466,002
Grants:				
Federal	277,981	-	277,981	340,906
Other	277,903	-	277,903	318,039
Total support	<u>971,279</u>	<u>-</u>	<u>971,279</u>	<u>1,124,947</u>
Revenue				
Management fees	93,906	-	93,906	88,050
Other revenue	20,046	-	20,046	20,810
Fundraising, net of fundraising expenses of \$16,306 and \$16,419 in 2014 and 2013, respectively	11,347	-	11,347	11,806
Investment income	39	6,138	6,177	5,493
Realized and unrealized gain on investment	-	11,518	11,518	4,724
Net assets released from restrictions	2,000	(2,000)	-	-
Total revenue	<u>127,338</u>	<u>15,656</u>	<u>142,994</u>	<u>130,883</u>
Total support and revenue	<u>1,098,617</u>	<u>15,656</u>	<u>1,114,273</u>	<u>1,255,830</u>
Expenses				
Program services				
Home health services	293,999	-	293,999	354,015
Public transportation services	546,576	-	546,576	569,229
Family services	45,076	-	45,076	50,251
Senior housing	45,687	-	45,687	42,849
Total program services	<u>931,338</u>	<u>-</u>	<u>931,338</u>	<u>1,016,344</u>
Support services				
Management and general	245,670	2,484	248,154	219,618
Total expenses	<u>1,177,008</u>	<u>2,484</u>	<u>1,179,492</u>	<u>1,235,962</u>
Income (loss) from operations	<u>(78,391)</u>	<u>13,172</u>	<u>(65,219)</u>	<u>19,868</u>
Non-operating income				
Realized gain on sale of property and equipment	-	-	-	6,750
	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,750</u>
Change in net assets	<u>(78,391)</u>	<u>13,172</u>	<u>(65,219)</u>	<u>26,618</u>
Net assets, beginning of year	286,514	186,497	473,011	446,393
Net assets, end of year	<u>\$ 208,123</u>	<u>\$ 199,669</u>	<u>\$ 407,792</u>	<u>\$ 473,011</u>

The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Cash Flows

For the Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ (65,219)	\$ 26,618
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	69,538	79,292
Realized and unrealized gain on investment	(11,518)	(4,724)
Realized gain on sale of property and equipment	-	(6,750)
(Increase) decrease in the following assets:		
Accounts receivable	50,299	(33,798)
Prepaid expenses and other current assets	3,318	(10,472)
Increase (decrease) in the following liabilities:		
Accounts payable	(9,394)	16,973
Accrued payroll and related taxes	7,223	(109)
Other accrued liabilities	(8,043)	456
Deferred revenue	10,456	1,105
Net cash provided by operating activities	<u>46,660</u>	<u>68,591</u>
Cash flows from investing activities		
Decrease in other assets	4,800	4,800
Purchase of investments	(7,138)	(8,947)
Proceeds from sale of investments	4,484	2,686
Purchase of equipment	(51,576)	(33,026)
Proceeds from sale of equipment	-	6,750
Net cash used in investing activities	<u>(49,430)</u>	<u>(27,737)</u>
Cash flows from financing activities		
Net payments from line of credit	-	(100)
Repayment of long-term debt	(9,711)	(9,107)
Net cash used in financing activities	<u>(9,711)</u>	<u>(9,207)</u>
Net increase (decrease) in cash and cash equivalents	(12,481)	31,647
Cash and cash equivalents, beginning of year	<u>50,034</u>	<u>18,387</u>
Cash and cash equivalents, end of year	<u>\$ 37,553</u>	<u>\$ 50,034</u>
<u>Supplemental Disclosures of Cash Flow Information</u>		
Interest	<u>\$ 5,662</u>	<u>\$ 6,480</u>

The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies:

Organization – Community Alliance of Human Services, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purposes consist of the following program services:

Home Health Services – Offers support to individuals in remaining independent in their homes. Programs include Trusting Hands home health care and Trusting Hands resources for independent living program.

Public Transportation Services – Provides community transportation service to individuals who live in Sullivan County.

Family Services – Promotes a variety of services that work to encourage healthy families. Programs include: family resources, community service, child health support services and a variety of other programs which work with families to provide education and guidance for better decision making and life skills.

Senior Housing – Offers management services for independent living complexes for seniors.

Financial Reporting – The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, Section 205, *Presentation of Financial Statements*, and Section 605, *Revenue Recognition*. ASC Section 958-205 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. ASC Section 958-605 requires that unconditional promises to give (pledges) be recorded as receivables and revenue. It also requires the Organization to distinguish between contributions received for each net asset category in accordance with donor-imposed restrictions. A description of the three net asset categories follows:

Unrestricted – Undesignated, unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization.

Temporarily Restricted – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time.

Permanently Restricted – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of June 30, 2014 and 2013.

Property and Equipment – Property and equipment acquisitions are recorded at cost. Property and equipment donated for operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Equipment under capital leases is amortized using the straight-line method over the life of the capital lease. Such amortization is included in depreciation in the financial statements. Depreciation expense was \$69,538 and \$79,292 for the years ended June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies (continued):

Property and Equipment (continued) –

Estimated useful lives are as follows:

	<u>YEARS</u>
Furniture, fixtures and equipment	3 – 10
Leasehold improvements	10
Building improvements	7 – 39
Buildings	15 – 25

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. As of June 30, 2014 and 2013, the Organization found no reason for impairment of any assets.

Estimates – The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes – The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, except with regard to unrelated business income, which is taxed at corporate income tax rates.

In September 2009, the FASB issued Accounting Standards Update (ASU) No. 2009-06, Income Taxes, Topic 740 – *Implementation Guidance on Accounting for Uncertainty in Income Taxes and Disclosure Amendments for Nonpublic Entities* which amended ASC Subtopic 740-10, *Income Taxes – Overall*. The revised guidance addresses the accounting uncertainty of income taxes recognized in an enterprise's financial statements and prescribes a threshold of "more-likely-than-not" for recognition and derecognition of tax positions taken or expected to be taken in a tax return. Subtopic 740-10 also provides guidance on measurement classification, interest and penalties and disclosure. The Organization adopted the provisions of ASC Subtopic 740-10, *Accounting for Uncertainty in Income Taxes*, effective July 1, 2009. The Organization has determined that the provisions of Subtopic 740-10 do not have a material effect on the Organization's financial statements.

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation.

Fair Value of Financial Instruments – The carrying amount of cash, accounts receivable, accounts payable and accrued expenses approximates fair value.

Advertising – Advertising costs are charged to operations when incurred.

Basis of Accounting – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

1. Summary of Significant Accounting Policies (continued):

Donated Services – The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Vacation Pay and Fringe Benefits – Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Functional Allocation of Expenses – The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Deferred Revenue – The Organization recognizes revenues earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under “deferred revenue”.

Reclassifications – Certain reclassifications have been made to the 2013 financial statements to conform to the current year presentation.

Summarized Comparative 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 generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization’s financial statements for the year ended June 30, 2013 from which the summarized information was derived.

2. Accounts Receivable:

Accounts receivable consisted of the following at June 30:

	<u>2014</u>	<u>2013</u>
NH Department of Transportation	\$ 9,893	\$ 32,086
Self-pay fees	3,425	13,634
Medicaid	11,732	13,486
Medicare	7,551	225
Bureau of Data Management	635	1,477
Dayout program director	503	683
Other receivables	<u>11,795</u>	<u>34,242</u>
	<u>\$ 45,534</u>	<u>\$ 95,833</u>

3. Other Assets:

The Organization has a prepaid five year service contract for its RouteMatch software ending February 2016. The current portion of the service contract has been included in prepaid expenses and other current assets in the amount of \$4,800 and \$9,600 at June 30, 2014 and 2013, respectively. Other assets consist of the long-term portion of the service contract in the amount of \$3,200 and \$8,000 at June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

4. Goodwill:

Goodwill represents the difference between net assets and the cost of the businesses acquired. No amortization of the goodwill has been calculated or expensed for the periods ended June 30, 2014 or 2013 but rather an evaluation for impairment of goodwill was performed. In accordance with ASC Topic 350, *Intangibles – Goodwill and Other* (previously SFAS No. 142, *Goodwill and Other Intangible Assets*), the Organization determined that goodwill in the amount of \$92,584 was not impaired at June 30, 2014.

The cost and accumulated amortization of goodwill is as follows at June 30:

	<u>2014</u>	<u>2013</u>
Goodwill	\$ 145,000	\$ 145,000
LESS: Accumulated amortization	<u>52,416</u>	<u>52,416</u>
	\$ <u>92,584</u>	\$ <u>92,584</u>

5. Investments:

The Organization has investments which consist of marketable securities and certificates of deposits which are stated at fair value. Investments are comprised of the following as of June 30:

	<u>2014</u>		<u>2013</u>	
	<u>COST</u>	<u>MARKET</u>	<u>COST</u>	<u>MARKET</u>
Temporarily restricted trust funds:				
Cash and cash equivalents	\$ 33,769	\$ 33,769	\$ 32,779	\$ 32,779
Fixed income				
Corporate bonds	14,929	16,463	14,929	16,313
Equity mutual funds	<u>136,586</u>	<u>154,936</u>	<u>137,067</u>	<u>141,904</u>
	\$ <u>185,284</u>	\$ <u>205,168</u>	\$ <u>184,775</u>	\$ <u>190,996</u>

The Organization periodically reviews its investment portfolio to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. Factors considered in determining whether a loss is other-than-temporarily include the length of time and extent of which fair value is less than the cost basis, the underlying collateral, agency ratings, future cash flows and the Organization's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in fair value. The Organization's assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or change in any particular investment.

ASC Topic 820, *Fair Value Measurement and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Topic 820 also establishes a framework for measuring fair value which provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

5. Investments (continued):

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments in Level I include listed equities held in the name of the School, and exclude listed equities and other securities held indirectly through commingled funds.

Level II – Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.

Level III – Pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Judgment about inputs into the determination of fair value shall be developed based on the best information available in the circumstances.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level input that is significant to the fair value measurement. All of the Organization's investments are categorized as Level I.

6. Line of Credit:

The Organization has a \$15,000 line of credit with an interest rate of prime plus 2.5% (3.25% at June 30, 2014). The line of credit had an outstanding balance of \$0 at June 30, 2014 and 2013. The line of credit expires August 7, 2015.

7. Long-Term Debt:

Long-term debt consisted of the following at June 30:

	<u>2014</u>	<u>2013</u>
Note payable – Variable interest rate note payable based on treasury yield plus 4.0%, 4.0% at November 2012, payable in monthly installments of \$1,305 for principal interest, collateralized by a building, maturity date of 2024.	\$ 123,050	\$ 132,761
LESS: Current portion	<u>9,697</u>	<u>8,886</u>
	\$ <u>113,353</u>	\$ <u>123,875</u>

Total interest expense was \$5,662 and \$6,480 for the years ended June 30, 2014 and 2013, respectively.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Notes to Financial Statements

As of and for the Years Ended June 30, 2014 and 2013

7. Long-Term Debt (continued):

The combined future amount of maturities for long-term debt by year and in the aggregate as of June 30, 2014 is as follows:

2015	\$	9,697
2016		10,189
2017		10,710
2018		11,259
2019		11,941
Thereafter		<u>69,254</u>
	\$	<u>123,050</u>

8. Economic Dependency:

The Organization received approximately 25% of its total support for the year ended June 30, 2014 from the State of New Hampshire Department of Transportation

The Organization has receivables from the State of New Hampshire Department of Transportation that represents approximately 21.7% of accounts receivables as of June 30, 2014.

9. Commitments and Contingencies:

Operating Leases – The Organization currently rents its administrative space on a three-year, non-cancelable lease, expiring July 2015. Future minimum lease payments as of June 30, 2014 for the remaining lease term are as follows:

2015	\$	10,200
2016		<u>850</u>
	\$	<u>11,050</u>

Litigation – In the normal course of business, the Organization may be involved in litigation. Management, as part of its ongoing risk management, consults its legal counsel to assess the impact of these matters on the Organization. After consultation with legal counsel, management estimates that the Organization does not have matters that are determinable or will cause a material adverse effect on the Organization's future financial position or results of operations.

10. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2014 through November 26, 2014, the date the board of directors accepted the final draft of the financial statements and made them available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of June 30, 2014 and the report date, November 26, 2014. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these financial statements.

SUPPLEMENTAL SCHEDULES

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 1 – Statement of Activities
For the Year Ended June 30, 2014

	Home Health Services	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue						
Program fees	\$ 334,337	\$ 75,416	\$ 5,642	\$ 93,906	\$ -	\$ 415,395
Management fees	-	-	-	-	-	93,906
Grants						
Federal	-	277,981	-	-	-	277,981
Other	4,851	231,481	41,571	-	-	277,903
Other revenue	12	14,611	4,000	-	1,423	20,046
Fundraising, net of fundraising expenses of \$16,306	3,598	5,571	-	-	2,178	11,347
Investment income	-	-	-	-	6,177	6,177
Realized and unrealized loss on investment	-	-	-	-	11,518	11,518
Total revenue	<u>342,798</u>	<u>605,060</u>	<u>51,213</u>	<u>93,906</u>	<u>21,296</u>	<u>1,114,273</u>
Expenses						
Payroll						
Salaries and wages	190,256	215,142	24,164	37,265	163,745	639,572
Employee benefits	20,057	18,873	6,273	-	15,264	60,467
Payroll taxes	15,102	16,851	2,602	2,883	14,236	51,674
Other						
Professional fees	4,772	7,369	986	1,277	49	14,453
Depreciation	2,536	65,744	528	684	26	69,538
Other professional fees and contracts	6,063	126	-	-	934	7,123
Subcontractors	2,704	-	-	-	23,956	26,660
Supplies	252	1,819	111	-	-	2,182
Office	2,106	3,909	814	-	4,691	11,520
Telephone	3,857	2,999	1,003	180	1,433	9,472
Postage and printing	569	397	194	49	1,169	2,378
Occupancy	122	8,590	928	-	710	10,350
Heating and utilities	1,592	6,890	1,929	-	3,137	13,548
Staff transportation	5,935	3,274	482	61	110	9,862
Staff training	-	-	-	-	572	572
Conferences and workshops	143	337	-	-	405	885
Rent	2,925	970	1,955	-	3,900	9,750
Advertising	1,282	1,938	402	-	1,237	4,859
Repairs and maintenance	1,022	7,348	472	-	3,017	11,859
Miscellaneous	-	-	-	-	2,546	2,546
Insurance	23,406	25,934	1,672	3,209	6,419	60,640
Interest	-	4,662	521	-	479	5,662
Vehicles	278	153,404	40	79	119	153,920
Total expenses	<u>293,930</u>	<u>546,576</u>	<u>45,076</u>	<u>45,687</u>	<u>248,154</u>	<u>1,179,492</u>
Income (loss) from operations	\$ 48,799	\$ 58,484	\$ 6,137	\$ 48,219	\$ (226,858)	\$ (63,219)

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Statement of Activities
For the Year Ended June 30, 2013

	Home Health Services	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue						
Program fees	\$ 376,579	\$ 83,819	\$ 5,604	\$ 88,050	\$ -	\$ 466,002
Management fees	-	-	-	-	-	88,050
Grants:						
Federal	-	340,906	-	-	-	340,906
Other	42,850	207,889	67,300	-	-	318,039
Other revenue	-	20,809	-	-	-	20,809
Fundraising, net of fundraising expenses of \$16,419	3,665	5,471	104	-	2,567	11,807
Investment income	-	-	-	-	5,493	5,493
Unrealized gain on investment	-	-	-	-	4,724	4,724
Total revenue	<u>423,094</u>	<u>638,894</u>	<u>73,008</u>	<u>88,050</u>	<u>12,784</u>	<u>1,235,830</u>
Expenses						
Payroll						
Salaries and wages	248,935	218,542	27,475	35,585	146,194	676,731
Employee benefits	31,636	12,905	6,331	-	14,489	65,361
Payroll taxes	18,243	19,139	2,842	2,835	12,360	55,419
Other						
Professional fees	4,912	7,649	848	1,022	148	14,579
Depreciation	2,503	75,760	432	521	76	79,292
Other professional fees and contracts	6,026	52	-	-	567	6,645
Subcontractors	1,153	-	-	-	14,192	15,345
Supplies	721	1,404	946	-	-	3,071
Office	1,573	4,305	660	-	4,438	10,976
Telephone	3,436	2,919	994	210	1,893	9,452
Postage and printing	533	1,376	499	-	1,649	4,057
Occupancy	132	6,857	757	-	143	7,889
Heating and utilities	1,233	5,893	1,812	-	3,392	12,330
Staff transportation	6,887	2,576	385	146	108	10,102
Staff training	-	-	-	-	1,259	1,259
Conferences and workshops	100	292	-	-	339	731
Rent	1,910	478	1,910	-	5,253	9,551
Advertising	1,819	1,670	659	-	960	5,108
Repairs and maintenance	959	9,174	995	-	2,825	13,953
Miscellaneous	-	895	-	-	2,848	3,743
Insurance	20,997	20,959	2,030	2,462	5,985	52,433
Interest	-	5,474	608	-	398	6,480
Bad debt	-	1,800	-	-	-	1,800
Vehicles	307	169,110	68	68	102	169,655
Total expenses	<u>354,015</u>	<u>569,229</u>	<u>50,231</u>	<u>42,849</u>	<u>219,618</u>	<u>1,235,962</u>
Income (loss) from operations	<u>\$ 69,079</u>	<u>\$ 89,665</u>	<u>\$ 22,757</u>	<u>\$ 45,201</u>	<u>\$ (206,834)</u>	<u>\$ 19,868</u>

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2014

<u>Description</u>	<u>VIN #</u>	<u>Date Acquired</u>	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
2003 Ford Trolley	IFCMF535120A06466	6/30/2003	\$ 104,876	\$ 104,876	\$ -
2007 E450 Starcraft	IFDXE45S37DA92124	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	IFDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford ElDorado Aerlite	IFDEE3FL3ADB01484	9/15/2010	54,374	41,687	12,687
2010 Ford ElDorado Aerlite	IFDEE3FL3ADB01485	9/15/2010	54,374	41,687	12,687
2010 Ford White Bus	IFDFE4F52ADB01901	1/25/2011	61,446	41,988	19,458
2013 Ford ElDorado	IFDFE4FS0DDDB28888	11/25/2013	62,379	7,278	55,101
Building improvements		5/31/2011	36,915	2,958	33,957
Cub Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	34,846	13,776
Sharp MX-B401 Photocopier		9/20/2010	4,267	3,200	1,067
Roofing system		1/6/2012	35,238	4,405	30,833
Ceiling tiles		5/29/2012	1,395	291	1,104
Laptop		6/3/2012	976	407	569
Transportation Facility Building		1/1/1994	115,340	94,579	20,761
Total			\$ 750,202	\$ 548,202	\$ 202,000

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2013

Description	VIN #	Date Acquired	Cost	Accumulated Depreciation	Net Book Value
2003 Ford Trolley	1FCMF535120AO6466	6/30/2003	\$ 104,876	\$ 104,876	\$ -
2006 E450	1FDXE45P56HB30343	1/25/2006	54,225	54,225	-
2007 E450 Starcraft	1FDXE45S37DA92124	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	1FDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	1FDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford E1Dorado Aerlite	1FDEE3FL3ADB01484	9/15/2010	54,374	30,812	23,562
2010 Ford E1Dorado Aerlite	1FDEE3FL3ADB01485	9/15/2010	54,374	30,812	23,562
2010 Ford White Bus	1FDFE4F52ADB01901	1/25/2011	61,446	29,699	31,747
Building improvements		5/31/2011	36,915	2,011	34,904
Cub Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	25,121	23,501
Sharp MX-B401 Photocopier		9/20/2010	4,267	2,347	1,920
Roofing system		1/6/2012	35,238	2,643	32,595
Ceiling tiles		5/29/2012	1,395	151	1,244
Laptop		6/3/2012	976	211	765
Transportation Facility Building		1/1/1994	115,340	89,965	25,375
Total			\$ 742,048	\$ 542,873	\$ 199,175

**COMMUNITY ALLIANCE OF HUMAN SERVICES
BOARD OF DIRECTORS
February 2015**

Chair

**Chris Kebalka, Vice President,
Commercial Loan Officer**

Vice Chair

Matt Blanc, Business Owner

Secretary

Scott Ayen, IT Professional

Rolf Olsen, Dir. Comm. Engagement

Treasurer

Susan Nooney, CPA

FY2016
Budgeted

Notes	Rate	Annual Salary
Executive Director	\$28.85	\$60,000
Accounting Manager	\$26.45	\$55,000
Transportation Director	\$22.55	\$46,900
Volunteer Driver Coordinator	\$14.92	\$31,000
Bus Dispatcher	\$12.50	\$26,000

Liz Chipman

SUMMARY Dedicated, motivated and versatile executive with background in not-for-profit youth services, education, public information and writing. Possesses exceptional verbal and written communication skills. Combines background in program management, education, and the non-profit sector for effective and dynamic leadership.

SPECIALTIES strategic planning, change management, volunteer recruitment and coordination, youth services management, grant writing, public relations, and outreach

SKILLS

- Strategic Planning
- Grant Writing
- Creative Writing
- Program Development
- Non-profit administration
- Change management
- Performance Management
- Volunteer Management

EXPERIENCE Community Alliance of Human Services 5/2014-present
Interim Executive Director
Oversee all aspects of agency management and program service delivery. Develop budget, monitor expenses and cash flow. Work with Board of Directors guiding program assessment, mission refinement, strategic planning. Develop and guide fund development strategies. Develop and strengthen relationships with funders and other community partners.

Big Brothers Big Sisters of America 12/2011 – 5/2014
Associate Director
Responsible for consulting with CEOs, program leaders and Board Members to build leadership, organizational effectiveness and a performance management culture that increases the capacity to serve more children. Helped agencies build program capability, implement quality assurance systems and use program data to inform organizational decision for continuous improvement leading to great youth outcomes. Project management for affiliate conversion to the Agency Information Management system.

Big Brothers Big Sisters of the Capital Region 12/2005-12/2011
Program Director
Developed and maintained relationships with community, business and funding partners. Recruited, oriented and managed volunteer mentors. Monitored and evaluated match quality, match success and child safety. Monitored, reported and interpreted agency performance metrics. Managed all aspects of agency-wide program function to comply with national Service Delivery Model. Developed and managed program budget while supervising and evaluating program managers. Ensured agency compliance and performance related to grant requirements, set program goals and reported to Board of Directors.

Dutton Children's Books

2004-2006

Author

Authored middle grade novel *From The Lighthouse*. Responsible for publicity and self-promotion to drive sales. Served as writer-in-residence at middle school level, and taught adult continuing education course in writing for children.

Thomas O'Brien Academy of Science and Technology

1998 - 2007

Museum Education Coordinator

Taught classes in natural history, geology, and life sciences for grades pre-k through 6. Coordinated partnership between school and New York State Museum. Edited and developed Magnet School Theme Curriculum for the school.

Mt. Blue High School

1985 -1986

English Teacher

EDUCATION M.Ed., Environmental Education
University of Maine, Orono, Maine

B.S., Secondary Education (Biology/English)
University of Maine, Farmington, Maine
High Honors

MICHAEL S. COLEMAN

QUALIFICATION SUMMARY:

Controller with over thirty years experience in financial management, accounting department operations, staff supervision, budgeting, cost accounting and cash management.

Analytical problem solver, skilled in developing financial controls, policies and procedures to optimize efficiency, reduce costs, protect assets and maximize profitability.

Well developed communications and management skills resulted in being able to communicate efficiently with external auditors and other representatives of the financial community.

Uniform Certified Public Accountants Examination passed in November 1983.

CAREER HISTORY:

Patriot Freightliner (formerly L&B Freightliner), Westminster, VT: May 1995 to February 2013
Responsible for all financial and managerial accounting functions including preparation of financial statements, financial analysis and cash management for New England's largest family owned Truck Dealership. Administered and handled regulatory reporting for the firm's Employee Health Insurance and Pension Plan programs.

Harper Group, Boston, MA: August 1985 to May 1995. Responsibilities included the preparation of a monthly income statement and balance sheet and statement of changes of the financial position for the Max Gruenhut International Boston, MA office. I established the system that significantly improved analysis and collection of accounts receivable which resulted in consistently exceeding the goal of having 90% of accounts receivable being less than thirty days old.

Charlesgate Nursing Center: April 1982 to August 1985. Fiscal Controller of two hundred bed Nursing Facility in Providence Rhode Island. Responsible for preparation of Financial Statements. Prepared Private Pay, Medicare and Medicaid Billings and Compliance Reports. Produced and tracked Financial Budgeting and employee benefits. Kept custody and control of Patient funds.

EDUCATION: Bachelor Degree, Rhode Island College.

PROFESSIONAL REFERENCES:

PAMELA A. JOSLIN

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest and will be able to serve the people.

SKILLS:

Proficient in computer applications like MS Word, Excel, FrontPage, Accounting Programs, Access, and many more.

- Taught computer applications at local Technical College
- Excellent in communication, interpersonal and organizational skills.
- Well maintained and proficient with the financial/billing records.
- Profound ability of planning, management and budgeting.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

River Valley Community College, Claremont, NH
Medical Coding and Billing

Interpersonal Communications, Office Procedures, Computer Literacy, Microcomputer and It's Applications, Business and Technical Writing, Law and Ethics in Medicine, Confidentiality of Health Information, Math for Business and Finance, Reimbursement Methodologies, Medical Terminology, Anatomy and Physiology 1 & 2, Medical Coding I, Insurance Form Preparation, Medical Information, and Management and Office Practice

Newport High School, Newport, NH
Steven High School, Claremont, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, PowerPoint, Access, Outlook Express, PageMaker, In Design, Contribute, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems. Taught at the local technical school for both adults and students.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Oct 2011 to Present *Director of Transportation* (603)863-7708
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Provide safe, reliable transportation services to the general public in and around Sullivan County. Provide management and overall supervision of Agency transportation programming, ensuring that high quality services are delivered in the most efficient, cost effective manner with a high level of satisfaction by consumers.

Maintain programming compliance with all applicable state, federal, and agency regulations and guidelines. Reviews reports compiled by other transportation staff to insure accuracy, completeness, and timelines of submission.

Ensures that qualified, trained staff and volunteers are engaged. Assesses the training needs of staff and volunteers and assures the adequacy and appropriateness of such training, both on a micro and systemic basis. Orients, supervises, and assigns all staff. Notifies the program's Transportation Coordinator when new volunteers are available to provide services.

Works with the Executive Director to develop and negotiate Agency contracts and assists in departmental annual budgetary process.

Participates in public relations efforts to promote all transportation services provided by the Agency and informs the community of transportation needs and services including, but not limited to, making presentations to community groups, fundors, agencies, providers, and other interested parties.

Ensures the health and safety standards are maintained.

Jan 2011 to Sept 2011 *Medical Coder* (603)542-7771
Valley Regional Hospital
Elm Street
Claremont, NH 03743

Coding of patient billing.

March 2007 – Jan 2011 *Office Manager*
UNH Cooperative Extension, Sullivan County
24 Main Street
Newport, NH 03773 (603)863-9200

Perform a wide variety of complex secretarial assignments for department heads including initiating and typing correspondence and reports, maintaining an office filing system and preparing forms and other documents; supervise clerical staff. Maintain financial and/or program records; perform arithmetical computations, including department payroll, accounts payable and accounts receivable, perform purchasing functions for department, compile budget data and information. Distribute mail, telephone calls, and furnish assistance to callers and office visitors, as well as answer incoming calls. Manage the distribution of program mailings, manage and distribute of mass mailings and other large-scale clerical duties, train secretarial staff for efficient office procedures. Prepare newsletter and layout, print and distribute every other month. Maintain operation of all office machines, instruct and train support staff on computer operations.

May 2002 – May 2007 *Accounting/Sales* (603)863-3694
Fleury's Sales – Twin State Speedway
880 John Stark Highway
Newport, NH 03773

Sales, all aspects from dealing with customers, taking payments to selling cars. Also worked at the speedway managing the sales/ticket boots, hiring of positions, overseeing of all ticket takers, deposits, recordkeeping of all deposits, inventory intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Sept. 2000 – May 2005 *Administrative Assistant to President*
Timberpeg East, Inc. (603)542-7762
Twistback Road
Claremont, NH 03743

Processing of contracts, tracking of Design Deposits and Contract moneys, correspondence to customers, AR/AP, deposits, mail, typing, filing, etc.

August 1997 – Jan. 2000 *Secretary to Assistant Superintendent and Special Education Director*
SAU #43, Newport School District (603)863-3540
15 Sunapee Street
Newport, NH 03773

Coordinate and schedule appointments, typing, filing, answering phones, grant projects, problem solving, A/R – A/P (BMSI), data entry, mail, etc. Entering student info into SPEDIS Data Base (Concord) creating student files, training, etc.

August 1989 – May 1997 *Transportation Director – Administrative Assistant – Receptionist*
SAU #6 Claremont School District (603)543-4200
165 Broad Street
Claremont, NH 03743

The Transportation Director is responsible for day-to-day operations of school bus routes and all field trips and athletics. Responsible for hiring and training of drivers outline by the state. Responsible for planning, coordinating and administration of transportation

personal in accordance with Federal, State and Local laws and School Board policies. Coordinates and supervises capable staffing evaluations, scheduling, supervision and training of personnel. Hiring and screening of employees as well as maintaining personnel files. Maintains budget, ordering of materials, buses. Dealing with student/driver bus issues, as well as parent concerns. Administrative duties for office as well as receptionist duties. Also was secretary for Claremont, Cornish, Unity and SAU Board. Recorded minutes for board meetings.

1994- 2004 *Claremont Adult Education Secretary/Teacher*
Claremont School District (603)543-4224
111 South Street
Claremont, NH 03743

*Work directly with the Director to help coordinate new programs. Maintaining mailing lists, setting up computer programs, enrolling new students, selection of classes, receptionist, deposits, etc.
Teaching of computer classes, (Word, Excel, Access, File Maker, Quick Books Pro, Internet etc.) as well as enrichment classes.*

1988- 1989 *Accounts Payroll - Payroll Clerk*
Bremco, Inc.
Claremont, NH 03743

Maintain and output of computerized weekly payroll. Update of all information pertaining to payroll personnel. Accounts payable. GL entries, filing, typing and receptionist.

1976-1988 *Secretary - A/R Clerk to Security*
Sturm, Ruger & Co., Inc.
Guild Road
Newport, NH 03773

Receiving visitors, typing, and filing. Sorting and distribution of mail, accounts receivable, Secretary to Engineering Dept., computer input, photo id's, etc.

REFERENCE:

Barbara Paronto
PO Box 275
Goshen, NH 03753
603-863-0164

Janice Heighes
16 Congress Street
Claremont, NH 03743
603-542-8438

Sandra Fleury
342 Case Hill Road
Claremont, NH 03743
603-542-5603

TERRI L. DAIGNAULT

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest.

SKILLS:

- Proficient in computer applications like MS Word, Excel, FrontPage and others.
- Excellent in communication, interpersonal and organizational skills.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

Sunapee High School, Sunapee, NH
Newport High School, Newport, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Feb 2012 - Present Volunteer Driver Program Coordinator
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Job Description:

The Volunteer Driver Coordinator is responsible for developing and implementing a program for volunteer drivers within the Agency's transportation program. Reports directly to the Transportation Services Director this individual will recruit, train, schedule, and oversee volunteer drivers while working collaborating with other agencies that provide volunteer transportation for Sullivan County residents.

- Maintains a positive professional attitude within the Agency and in the community, supporting the Agency's mission statement as well as all policies and procedures. Maintains confidentiality as outlined in Agency policy.
- Working with the Transportation Services Director, establishes a volunteer driver program component for the Agency's transportation program.
- Recruits, screens, trains, supervises, schedules, and evaluates volunteer drivers
- Identifies and implements resources for training and motivating volunteers
- Maintains a roster of volunteers willing to provide services.
- Maintains accurate records, producing monthly and quarterly reports of volunteer activities as requested.
- Partners with area agencies to coordinate volunteer efforts in the region for optimum efficiency
- Plans and implements an annual volunteer recognition event.
- Coordinates the evaluation of the volunteer program including volunteer satisfaction surveys.
- Handles incoming contacts to the program and makes home visits as appropriate.

- Attends meetings and interfaces with other community groups and agencies as appropriate.
- Participates in the public relations efforts by making presentations to community groups.
- Other related duties as assigned.

July 2007 – April 2012 Twin State Speedway
 282 Thrasher Road
 Claremont, NH 03743
 603-543-3160

Sales, all aspects from dealing with customers, taking payments to selling cars, sales/ticket booths, training, overseeing of all ticket takers, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Aug 2010 – Feb 2012 Fleury's Sales
 880 John Stark Highway
 Newport, NH 03773
 603-863-3694

Sales, all aspects from dealing with customers, taking payments to selling cars, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites

Aug 2007 – Jan 2010 Jiffy Mart
 102 Elm Street
 Claremont, NH 03743

Worked as Assistant Manager, cashier, stocking, daily paperwork, invoices, ordering and receiving of stock. Training of new employees, opening and closing of store. Was responsible for daily deposits. Worked and training in all areas of store, food preparations.

Aug 1988 – Sept 1996 Hodgdon Sales
 101 Mulberry Street
 Claremont, NH 03743

Worked as cashier, stocking, ordering, receiving of stock. Trained new employees, payroll, invoicing, billing, answering phones, dealing with the public. Set up new store fronts. Helped with auctions, scribing and any other duties as needed.

QUARTERLY MONITORING REPORT

AGENCY:
FISCAL YEAR:

Vehicle Number:

Reports under:

	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	TOTAL
MAXIMUM SERVICE DAYS													0
VEHICLE HOURS													0
REVENUE VEHICLE HOURS													0
VEHICLE MILES													0
REVENUE VEHICLE MILES													0
# RIDES													0

COSTS MEASURES	
TOTAL COST	\$0
COST PER MILE	
COST PER HOUR	
COST PER PASSENGER	

RIDERSHIP MEASURES	
# RIDES	0
RIDERS PER VEHICLE HOUR	
RIDERS PER VEHICLE MILE	
RIDERS PER SERVICE DAY	

FARES COLLECTED	
FARE BOX/TOTAL COST	\$0
FARE PER PASSENGER	

MILES/SERVICE DAY	
HOURS/SVC DAY	

PERCENT REVENUE HOURS	
PERCENT REVENUE MILES	

CUMULATIVE SERVICE DAYS	
	0

NOTE: Estimates shown in Italics

Reduced Reporting Form Template

* Required Data

Subrecipient Basic Information

Subrecipient legal name * (mm/dd/yyyy)

Mailing address line 1 *

Mailing address line 2

City *

State *

Subrecipient acronym

DUNS Number*

Reporting Year End Date *

Agency type

Organization Type

P.O. Box

County *

Zip code * (ec: 22222-2222)

URL (website address) (ec: www.nlprogram.gov)

Is this RU-20 form for an Indian Tribe? Yes No

Subrecipient Contact Information

Subrecipient contact person First name * Middle Initial Last name *

Phone ((555) 123-4567) * Ext.

Service Area*

Modes* (select any that apply) If you select other, enter a description and spell out all acronyms

	Compliment Date	Start Date	End Date
Bus	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commuter Bus	<input type="text"/>	<input type="text"/>	<input type="text"/>
Demand Response	<input type="text"/>	<input type="text"/>	<input type="text"/>
Ferryboat	<input type="text"/>	<input type="text"/>	<input type="text"/>
Taxi	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vanpool	<input type="text"/>	<input type="text"/>	<input type="text"/>
Aerial Tramway	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bus Rapid Transit	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total VOMS	<input type="text"/>	<input type="text"/>	<input type="text"/>

Financial Information

Enter zeros in fields if you do not have data to report

Total Annual Expenses*

Operating

Capital

	Total Operating Expenses	Total Capital Expenses
Directly Generated Funds		
Fee revenues		
Other Directly Generated Funds		
If you select other, enter a description and spell out all acronyms. Describe*		
Non-Federal Funds		
Donations		
Contract revenues		
Local funds		
State funds		
Federal Assistance		
FTA Capital Program funds (\$5309)		
ARRA major Capital Investment (New Starts) Funds (\$5309)		
FTA Special Needs of Elderly Individuals and Individuals with Disabilities Formula Program funds (\$5310)		
\$5310 - capital assistance spent on operations		
FTA Rural Area Formula funds (\$5311)		
\$5311 - capital assistance spent on operations		
FTA Tribal Transit funds (\$5311)		
ARRA Rural Area Formula funds (\$5311)		
FTA ARRA Rural Area Program funds (\$5311) capital assistance spent on operations		
ARRA Tribal Transit funds (\$5311)		
FTA Job Access and Reverse Commute Formula Program funds (\$5316)		
FTA New Freedom Program funds (\$5317)		
FTA Transit in the Park (\$5320)		
ARRA TIGGER (Greenhouse Gas and Energy Reduction)		
Other FTA funds		
If you select other, enter a description and spell out all acronyms. Describe*		
Other FTA funds - capital assistance spent on operations		
Other Federal funds		
If you select other, enter a description and spell out all acronyms. Describe*		
Total Federal Assistance	\$0	\$0

Number of general purpose maintenance facilities

Other Resources*

Enter zeros in fields if you do not have data to report

Number of volunteer drivers

Number of personal vehicles in service

Service Data*

Enter zeros in fields if you do not have data to report

Annual Vehicle Revenue Miles

Annual Vehicle Revenue Hours

Regular Unlinked Passenger Trips

Sponsored Unlinked Passenger Trips Demand Response and Tail Only

Total Trips

Safety Data*

Enter zeros in fields if you do not have data to report

Reportable Events

Fatalities

Injuries

Community Alliance Transportation Services Riders Code of Conduct

Riders:

Community Alliance Transportation Services (CATS) is open to the public. Services are provided without regard to race, creed, age, or sexual orientation. All riders must abide by this Code of Conduct. Although specific prohibited acts are listed, the bus driver has the final authority to refuse service to anyone deemed a potential safety threat.

Fares:

\$1.50 one-way Within 1 town/city
\$2.50 one-way From town to town
Rates subject to change.

Passes:

\$10.00 8 punch pass (1 punch=\$1.25)
\$25.00 In Town Monthly Pass
\$35.00 Unlimited Pass

All riders must pay a fare or use a valid pass. Children age 5 and under ride free but must be accompanied by an adult to access service.

Carry-on Items:

Passengers may take as many parcels as can be carried on the bus in one boarding. Items must be secured under the seat or held on the lap.

Pets:

Pets are permitted on any CATS bus as long as the pet is restrained, secured, and completely under control at all times.

Violations:

Individuals who violate this code of conduct will be asked to refrain from the behavior immediately. If the behavior continues, they will be removed from the vehicle immediately. Repeated violations may cause permanent service denial.

Prohibited Acts

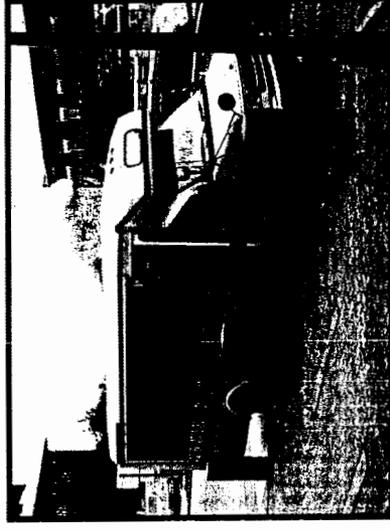
The following acts are prohibited on any CATS owned vehicle:

- ◆ Smoking or carrying any lighted tobacco product or expelling the residue of any tobacco product including chewing tobacco.
- ◆ Consuming alcoholic beverages or possessing an open container of any alcoholic beverage.
- ◆ Engaging in disruptive verbal or physical behavior, including loud conversation, profanity or insults, sexual advances, or operating any electronic device used for sound without earphones.
- ◆ Taking any unrestrained or uncrated pets.
- ◆ Possessing or transporting any flammable liquids, combustible material or other dangerous substances such as gasoline, kerosene or propane.
- ◆ Littering.
- ◆ Vandalizing the vehicle by writing, marking, scribbling, defacing, or causing destruction to the vehicle in any manner.
- ◆ Begging or soliciting by forcing yourself upon another person.
- ◆ Excreting any bodily fluid upon or at another person on the vehicle.
- ◆ Possessing, using, or selling any controlled substance.
- ◆ Eating, or drinking any beverage other than water.

CATS

Community Alliance
Transportation Services

A program of
**Community Alliance
of Human Services, Inc**



**Claremont
Service**

**877-418-0118
603-863-0003**



**Community Alliance
Transportation Services**
PO Box 689, Claremont, NH 03743
www.communityalliance.net

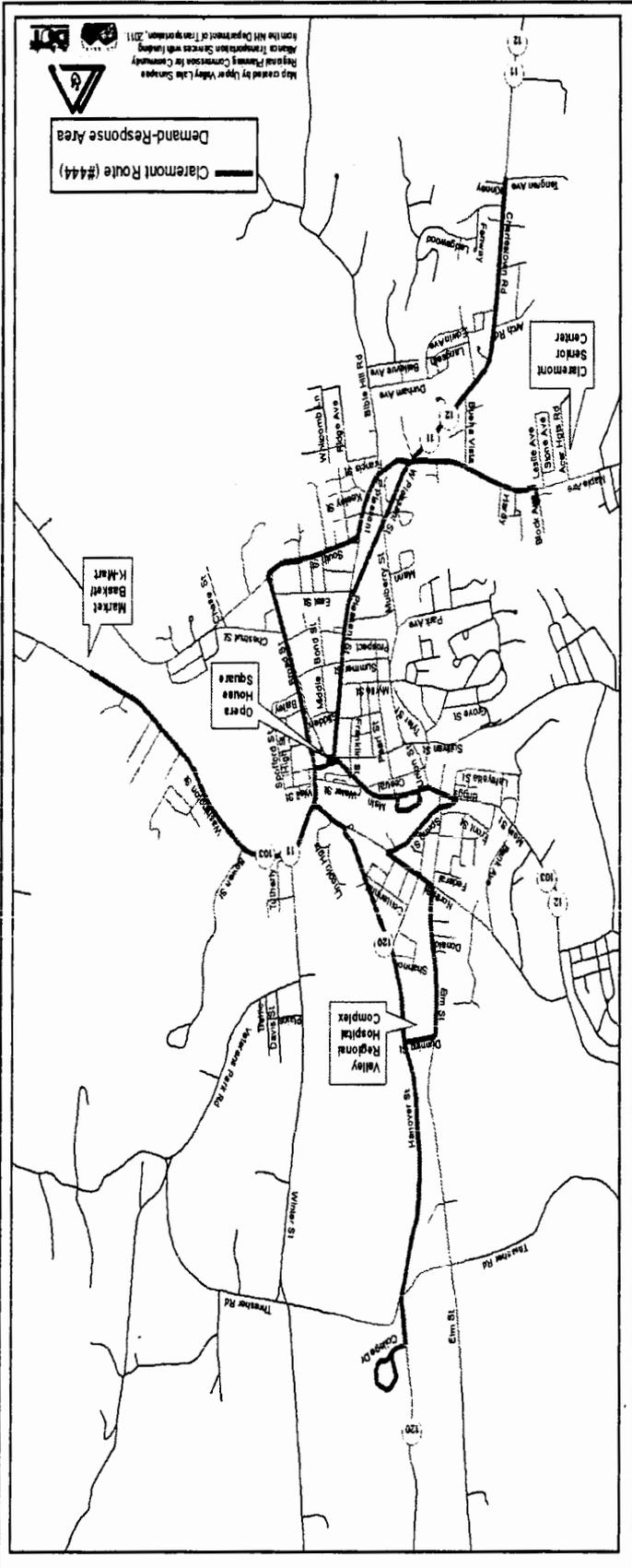
All Service is Demand/Response

Riders may board and disembark at any point along the corridor. It is not necessary to call for a ride along the corridor. Riders may call to schedule a ride originating within a 1/4 mile radius of the corridor (shaded area of the map). Please see timetables for scheduled stop times. You may call 1 hour prior to departure or schedule your trips up to 2 weeks in advance. Pick-up and drop-off times will be scheduled to correlate with the corridor. Buses will not express to pick up or drop off locations. When calling to schedule a ride for the first time, please have the following information available: First Name; Last Name; Home Address, Phone Number; and Birth date. If applicable, please provide: Disability; Number of Attendants; Mobility Device. The following information is required for all trips: Appointment Time (if applicable) Requested Pick-Up Time and Address of Destination. Purpose of Trip (Shopping, Medical, Nutrition, Work, etc

** Please note: trips are scheduled on a first-come-first-served basis, time and space available. We recommended riders call well in advance.*

Claremont Service

Effective 9/6/2011	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM
Opera House Square	8:00	8:30	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	
VRH Complex			9:40	10:35	11:40	12:34	1:40	2:40	3:40		
Market Basket/K-Mart		8:42	9:50	10:42	11:50	12:50	1:50	2:50	3:42		
Opera House Square—Arrive		8:51	9:53	10:51	12:00	1:00	1:55	2:55	3:51		
Claremont Senior Center				10:10	11:10	12:15	2:10				



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- ◆ Possessing or transporting any flammable liquids, combustible material or other dangerous substances such as gasoline, kerosene or propane.
- ◆ Littering.
- ◆ Vandalizing the vehicle by writing, marking, scribbling, defacing, or causing destruction to the vehicle in any manner.
- ◆ Begging or soliciting by forcing yourself upon another person.
- ◆ Excreting any bodily fluid upon or at another person on the vehicle.
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**Newport
Service**

**877-418-0118
603-863-0003**

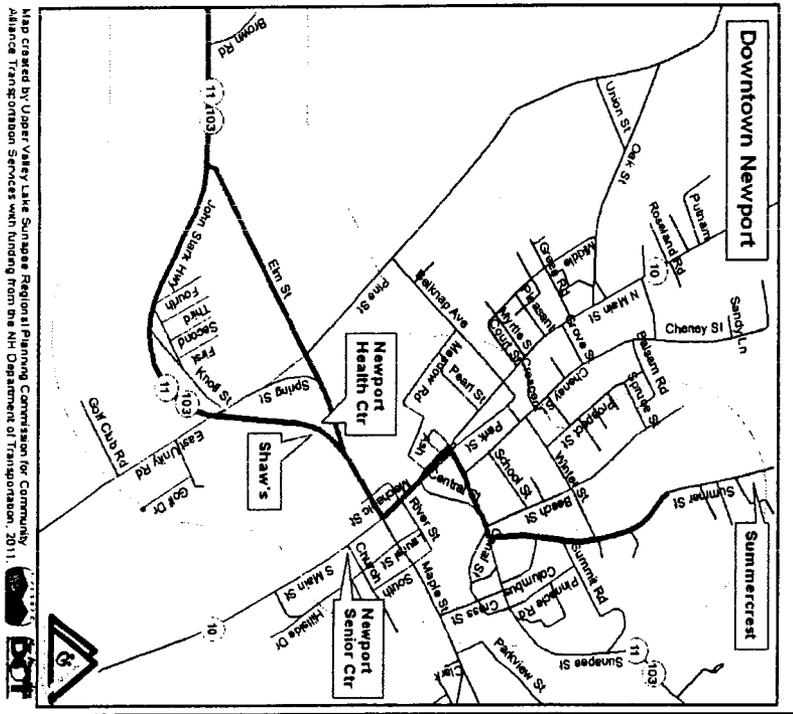
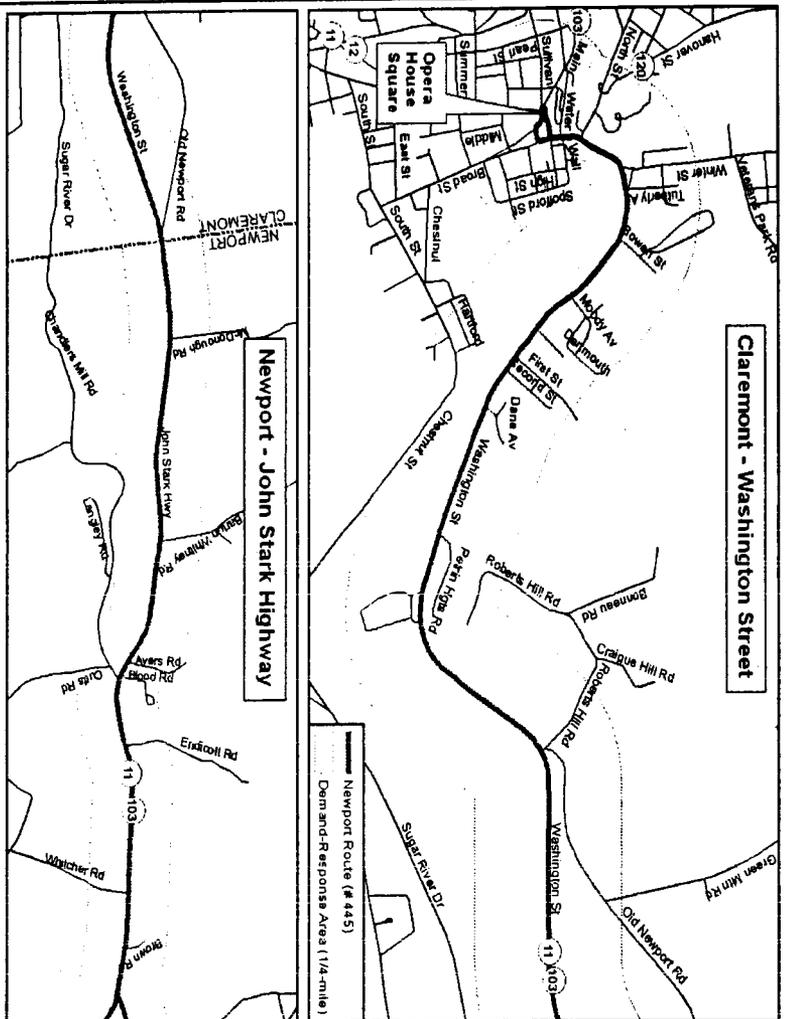


**Community Alliance
Transportation Services**

PO Box 689, Claremont, NH 03743
www.communityalliance.net

Newport Service

Effective 9/6/2011	AM	AM	AM	AM	AM	PM	PM	PM	PM
Opera House Square	6:25	7:20	8:45	10:45	12:30	3:00	4:45		
Shaw's		7:40	9:25	11:40	1:15				
Newport Senior Center			9:30	11:50	1:18				
Summer Crest			8:22	10:22	12:02	1:55	4:12		
Newport Health / CAHS			8:42	10:42	12:27	2:22			
Wal-Mart									



Map created by Upper Valley Lake Sunapee Regional Planning Commission for Community Alliance Transportation Services with funding from the NH Department of Transportation, 2011.



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CATS

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Transportation Services

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Charlestown Service

877-418-0118
603-863-0003



**Community Alliance
Transportation Services**
PO Box 689, Claremont, NH 03743
www.communityalliance.net

Charlestown Service

	AM	MIDDAY	PM
Wal-Mart	7:10	10:35	2:50
Opera House Square	7:15	10:40	4:10 Drop Only
Charlestown Elderly Housing	7:53	11:38	3:45
222 Lovers Lane Complex/Tall Pines	7:58	11:43	3:48
Perry Avenue & Main Street (CT River Bank)	7:40	11:25	3:50
Hannafords (Drop Off Only)	8:30 Drop Only	10:32	2:45
			4:30 Drop Only

