



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
February 1, 2022

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$31,613.00 to Community Action Program Belknap-Merrimack Counties, Inc. (Vendor 177203), Concord, NH, to procure fleet maintenance software and passenger notification software to support their public transit system, effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding for this agreement is available in the Fiscal year 2022 budget:

FY 2022

04-96-96-964010-2916	\$31,613.00
Public Transportation	
072-500575 Grants to Non-Profits-Federal	

EXPLANATION

The NHDOT has approved a request for Federal Transit Administration (FTA) Section 5339 Bus & Bus Facility Program funding from Community Action Program Belknap-Merrimack Counties, Inc. (CAPBMCI). The funding is to procure fleet maintenance software and passenger notification software to support their public transit system. CAPBMCI is a private, non-profit organization that provides rural public transportation, including transportation for seniors and individuals with disabilities, in Concord as Concord Area Transit (CAT).

The NHDOT released a public notice on August 27, 2020, announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Five transit agencies applied by the October 12, 2020, deadline and all five transit agencies were awarded funds for eligible projects. The five transit agencies are Advance Transit, Inc., Southwestern Community Services, VNA @ HCS, Community Action Program Belknap-Merrimack Counties, and Tri-County Community Action Program.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5339 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in

the application materials. Every application met NHDOT's criteria for inclusion in its public transit funding plan and will be/were awarded separate amounts for the aforementioned transit systems. The evaluation matrix and scores are provided below for reference:

1	The applicant has the fiscal and technical capacity and adequate budget to operate service and conduct ongoing maintenance associated with this capital request.	20%
2	The applicant complies with relevant Federal and state regulations and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.	20%
3	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.	20%
4	The applicant conveys how this addresses a critical public transportation need. Applicants need to adequately illustrate how the project will benefit the agency's transportation program/services, including how it is necessary for continued and/or improved operations. (As replacement vehicles/equipment are prioritized, detailed information is especially important for expansion projects. Vehicle replacements are presumed to address needs.)	25%
5	The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government, e.g., letters of support, willing to provide local match above minimum required, etc. (Vehicle replacements are presumed to have such support.)	15%
	Total Scoring	100%

Transit System	Score	Status
Advance Transit		
(2) 30', 16 passenger diesel transit buses	76.0%	*Awarded by G&C on November 22, 2022, Item # 40
Advance Transit		
(2) 35', 33 passenger diesel transit buses	75.2%	*Awarded by G&C on November 22, 2022, Item # 40
Advance Transit		
On-board UV air purification system	73.2%	*Awarded by G&C on April 7, 2021, Item #25
Advance Transit		
Tablet computer & mount	73.0%	*Awarded by G&C on April 7, 2021, Item #25
Community Action Program Belknap-Merrimack County, Inc.		
16x2 Ford E450	78%	Awarded
Community Action Program Belknap-Merrimack County, Inc.		
Safe Fleet vehicle inspection tool	80.7%	Awarded
Community Action Program Belknap-Merrimack County, Inc.		
RouteMatch notification module	79.7%	Awarded
Southwest Community Services		
Purchase and renovation of new transportation facility	71.0%	Awarded
Southwest Community Services		
(2) Ford transit 350	72.3%	Awarded

Tri-County Community Action Program		
Ford transit 350	73.3%	Awarded
Tri-County Community Action Program		
New phone system	72.7%	Withdrawn
VNA @ HCS		
Ford transit 450	72.8%	Awarded

While other projects were able to move forward in spring 2021, this project was delayed primarily due to uncertainty regarding the RouteMatch software following its acquisition by Uber. Those issues have been resolved.

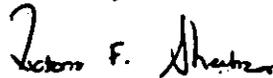
The total project cost is \$39,516.00, which includes \$31,613.00 (80%) FTA Section 5339 funds and \$7,903.00 (20%) Agency match. This contract reflects only the Federal portions of the project for a maximum contract amount of \$31,613.00.

In the event that Federal Funds are unavailable, additional General Funds will not be requested to support this program.

This agreement has been approved by the Attorney General as to form and execution. The NHDOT has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at NHDOT.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

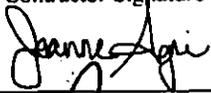
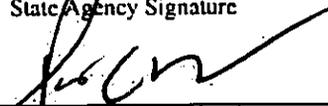
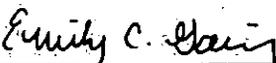
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive, P.O. BOX 1016, Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date 12/31/2022	1.8 Price Limitation \$31,613.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature  Date: 1-21-2022		1.12 Name and Title of Contractor Signatory Jeanne Agri, Chief Executive Officer	
1.13 State Agency Signature  Date: 2/8/2022		1.14 Name and Title of State Agency Signatory Patrick C. Henlhy Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/21/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
EXHIBIT A
SPECIAL PROVISIONS

N/A

COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC.

EXHIBIT B

SCOPE OF SERVICES

1. The Contractor, Community Action Program Belknap and Merrimack Counties, Inc. (CAPBMCI), (hereinafter the "Contractor") shall purchase the following:
 - a. Safe Fleet Vehicle Inspection Tool to include 1) server/cloud setup and 2) annual licensing fees. This tool will be used to support the rural transportation service fleet and upgrade pre- and post-trip inspections from written to digital procedure improving the inspection process.
 - b. RouteMatch software enhancements to include, but not limited to: Notifications Module with fifty hours of project maintenance, two-years of technical support, and two years of third-party Twilio Interactive Voice Response (IVR) services. This tool will be used to support CAPBMCI as it enhances the agency's passenger notification system. The automated system will notify clients via telephone and text for trip reminders, late arrivals, just-in-time services disruptions, and emergency information such as evacuation notices.

COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC.
EXHIBIT C
BUDGET

- I. The total contract amount is \$31,613.00 and is comprised of FTA Section 5339 Bus and Bus Facilities funds in the amount of (\$31,613.00), whereas the total project cost is \$37,868.00 and includes additional local matching funds of (\$6,255.00) to be provided by CAPBMCI. The table below summarize the funds:

FTA Section 5339 Bus and Bus Facilities	SFY 2022
Belknep-Merrimack Counties	
Safe Fleet Vehicle Inspection Tool	\$5,619.00
Route Match Notification Module, Twilio IVR	\$25,994.00
Total FTA 5339 Funding	\$31,613.00
Total Contract Funds	\$31,613.00

- a. Funds are contingent upon Federal appropriations.
- II. The Contractor shall submit appropriate procurement documentation to NHDOT for review and approval prior to any procurement. Upon written approval, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or most recent.

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES,
INC.
EXHIBITS TO CONTRACT**

Contract Agreement	P-37
Table of Contents	
EXHIBIT A	Special Provisions
EXHIBIT B	Project Equipment
EXHIBIT C	Project Description
Certificate of Good Standing	April 2, 2021
Certificate of Corporate Vote	
Certificate of Insurance	
Certificate of Workers Compensation	February 1, 2022
Master Agreement	Executed February 19, 2021
Certifications and Assurances	Executed February 19, 2021
2.CFR Part 200	FTA Section 5339
Financial Statement	Single Audit February 29, 2020 and 2019
Board of Directors	
Key Personnel	
Resumes	

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 13, 2022, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. Such authority to be in force and effect until 12/31/2022. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signature of Elected Officer
 Name: Dennis Martino
 Title: President, Board of Directors

Dated: 1/21/2022

Rev: 11/12/2020
 Id#: COA 2022 - dennis martino

ALTON Senior Center 875-7102 Prospect View Housing 875-3111	CONCORD Area Center 225-4880 Head Start 224-4492 Early Head Start 224-4492 Concord Area Meals on Wheels 225-9092 Concord Area Transit 225-1989 Horseshoe Pond Place 228-6754 WIC/CJFP 225-2050 Workplace Success 223-2303	EPSOM Meadow Brook Housing 736-8250	FRANKLIN Head Start 934-2141 Early Head Start 934-2141 Senior Center 934-4151 Riverside Housing 934-5340	LACONIA Area Center 524-5512 Head Start 528-5334 Early Head Start 528-5334 Senior Center 524-7489 Family Planning 524-5453 Workplace Success 524-4347	MEREDITH Area Center 279-4096	NEWBURY Newbury Commons Housing 763-0340	PEMBROKE Village at Partridge Farms Housing 485-1842	PITTSFIELD Senior Center 435-8482 Head Start 435-4418 North Ridge Housing 435-4611 Early Head Start	SUNCOOK Area Center 485-7824 Senior Center 485-425	TILTON Senior Center 527-8791	WARNER Area Center 456-2207 Head Start 456-2208 North Ridge Housing 456-3398 Early Head Start
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State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 63021

Certificate Number: 0005338239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2022

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

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

PRODUCER FIAU/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co. of SC MAIC # 19259 INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co 20281 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 All w/D&O 22-23 WC REVISION NUMBER:

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

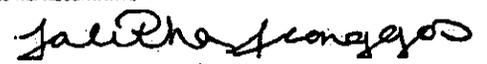
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		S2509940	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20220000029 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers Liability		82471784	04/01/2021	04/01/2022	Limit \$1,000,000 Deductible \$5,000

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

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept of Transportation 7 Hazen Drive PO Box 483 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FEDERAL FISCAL YEAR 2021: CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Community Action Program Belknap-Merrimack Counties, Inc.

The Applicant certifies to the applicable provisions of categories 01-21. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

Fiscal Year 2021

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Construction Hiring Preferences

20 Cybersecurity Certification for Rail Rolling Stock and Operations

21 Tribal Transit Programs

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Community Action Program Belknap-Merrimack Counties, Inc.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

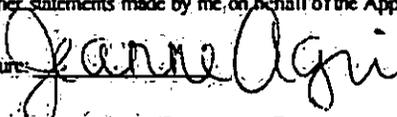
Certifications and Assurances

Fiscal Year 2021

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me, on behalf of the Applicant are true and accurate.

Signature:



Date: January 22, 2021

Name: Jeanne Agri, Executive Director

Authorized Representative of Applicant 657

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

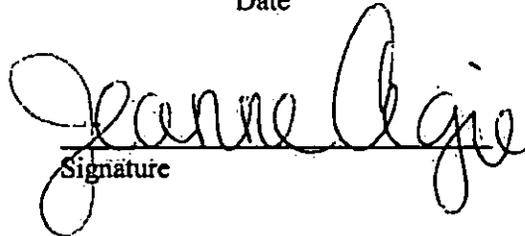
The Federal Transit Administration (FTA) Federal Fiscal Year 2021 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2021 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

Community Action Program Belknap-Merrimack Counties, Inc.
Name of Agency

January 22, 2021
Date

Jeanne Agri, Executive Director
Name of Authorized Official


Signature

**Data Collection Form for Reporting on
AUDITS OF STATES, LOCAL GOVERNMENTS, INDIAN TRIBES,
INSTITUTIONS OF HIGHER EDUCATION, AND NONPROFIT ORGANIZATIONS:
for Fiscal Period Ending Dates in 2019, 2020, or 2021**

PART I: GENERAL INFORMATION

REPORT ID: 863779 VERSION: 1

1. Fiscal Period a. Start Date: <input type="text" value="3/1/2019"/> (MM/DD/YYYY) b. End Date: <input type="text" value="2/29/2020"/> (MM/DD/YYYY)		2. Type of Uniform Guidance Audit <input checked="" type="checkbox"/> Single audit <input type="checkbox"/> Program-specific audit		3. Audit Period Covered <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Biennial Other: Number of Months <input type="text"/>	
4. Auditee Identification Numbers a. Auditee Employer Identification Number (EIN) <input type="text" value="02-0270376"/>				d. Auditee Data Universal Numbering System (DUNS) Number <input type="text" value="07-399-7504"/>	
b. Are multiple EINs covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				e. Are multiple DUNS numbers covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
c. If Part I, Item 4b is Yes, complete the attached Auditee EIN Continuation Sheet				f. If Part I, Item 4e is Yes, complete the attached Auditee DUNS Continuation Sheet	
5. Auditee Information a. Auditee Name <input type="text" value="COMMUNITY ACTION PROGRAM BELKNAP MERRIMACK COUNTIES, INC."/>				6. Primary Auditor Information a. Audit Firm/Organization Name <input type="text" value="LEONE, MCDONNELL & ROBERTS, P.A."/>	
b. Auditee Address Number and Street <input type="text" value="2 INDUSTRIAL PARK"/> City State Zip Code <input type="text" value="CONCORD"/> <input type="text" value="NH"/> <input type="text" value="03302-1016"/>				b. Audit Firm/Organization EIN <input type="text" value="02-0417217"/>	
c. Auditee Contact Name <input type="text" value="JEANNE AGRI"/> Title <input type="text" value="CHIEF EXECUTIVE OFFICER"/>				c. Audit Firm/Organization Address Number and Street <input type="text" value="5 NELSON STREET"/> City State Zip Code <input type="text" value="DOVER"/> <input type="text" value="NH"/> <input type="text" value="03820"/>	
d. Auditee Contact Telephone <input type="text" value="(603)225-3295"/>				d. Auditor Contact Name <input type="text" value="SHAUNA BROWN"/> Title <input type="text" value="SHAREHOLDER"/>	
e. Auditee Contact E-mail <input type="text" value="JAGRI@BM-CAP.ORG"/>				e. Auditor Contact Telephone <input type="text" value="(603)749-2700"/>	
				f. Auditor Contact E-mail <input type="text" value="SBROWN@LMRPA.COM"/>	
				g. Was a secondary auditor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
				h. If Part I, Item 6g is Yes, complete the attached Secondary Auditors' Contact Information Sheet	



FTA and 2 CFR 200 Agreement

Name of Awarding Agency: Federal Transit Administration (FTA)

Name of Recipient Agency: New Hampshire Department of Transportation (NH DOT)

Name of Subrecipient Agency: Community Action Program Belknap-Merrimack Counties, Inc.

Community Action Program Belknap-Merrimack Counties, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

FTA award project description: *(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))*

Amount: **\$2,030,138.00**

Catalog of Federal Domestic Assistance (CFDA) number: 20.526

FTA Award Name: **FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM**

Federal Award Identification Number (FAIN): **NH-2021-010**

Federal Award Date: **June 18, 2021**

Contact information for sub-awarding official:

Name: **Patrick C. Herlihy** Title: **Director of Aeronautics, Rail & Transit**

Email: **Patrick.C.Herlihy@dot.nh.gov** Phone: **603-271-2449**

Is this award for research and development? **No**

NH DOT's cost rate for the federal award: **N/A**

Subrecipient Information:

Subrecipient Name: **Community Action Program Belknap-Merrimack Counties, Inc.**

Subrecipient DUNS number: **73997504**

Subrecipient SAM.GOV registration: **4CNU7**

Name of authorizing subrecipient official: **Jeanne Agri**

Title of authorizing subrecipient official: **Executive Director**

Federal Clauses: **N/A**

Master Agreement/Certifications and Assurances: **Yes**

Subrecipient Federal indirect cost rate: **N/A**

(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).



Subaward Period of performance:

Start Date: TBD End Date: 12/31/22

Total amount of FTA sub-award obligated by this action (contract/amendment):

For Federal Fiscal Year: 2022 Section: 5339 Amount: \$31,613.00

Total amount of FTA sub-award committed to the subrecipient (original contract & amendments):

For Federal Fiscal Year: 2022 Section: 5339 Amount: \$31,613.00

Pass-through requirements:

The subrecipient, Community Action Program Belknap-Merrimack Counties, Inc., agrees to meet all requirement imposed by the pass-through entity (NH DOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes,, regulations and the terms and conditions of the Federal award.

The subrecipient, Community Action Program Belknap-Merrimack Counties, Inc., agrees to any additional requirements that the pass-through entity (NH DOT) imposes on the subrecipient in order for the pass-through entity (NH DOT) in order for the pass-through entity (NH DOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Community Action Program Belknap-Merrimack Counties, Inc., agrees to permit the pass-through entity (NH DOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 1-25-2022

Name of authorizing subrecipient official: Jeanne Agri

Title of authorizing subrecipient official: Executive Director

Signature of authorizing subrecipient official:

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Transportation

5310 (Combined) RCC Grant Application SFY 2022-2023

7/1/2021 – 6/30/2023

Key Personnel

Name	Job Title	Salary
Jeanne Agri	Chief Executive Officer	\$ 145,916.10
Jill Lesmerises	Chief Fiscal Officer	\$ 98,007.00
Terri Paige	Transportation Director	\$ 62,497.00
Cindy Yanski	Regional Mobility Manager	\$ 42,510.00
Rosa Burt	Travel Trainer/VDP Coordinator	\$ 33,150.00

Jill Lesmerises

Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll; audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

Employment Experience

10/21 – Present

Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

Assistant Controller, Blosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

3/88 – 5/93

Business Officer, The Caring Community of Connecticut, Inc.

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

Educational Background

1996-2000

Bachelor Degree in Accounting, Eastern Connecticut State University

Graduated cum laude

1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College

Named to Dean's list, graduated with high honors

1981-1985

Merrimack Valley High School

Member of National Honor Society, named to Honor Roll for 3 years

Volunteer Work

1/17 – Present

Director on The Loudon Communications Council

Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

THERESA C. PAIGE, TRANSIT DIRECTOR

PROFESSIONAL EXPERIENCE

Transportation Director

July 2019 - Current

Community Action Program Belknap & Merrimack Counties, Inc.

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

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

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

Transit Director

Feb 2017 – July 2019

Southwestern Community Services, Inc.

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

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

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

July 2013 – Current

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

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

Nov 2013 – Feb 2017

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

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

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

Sep 2013 – Nov 2013

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

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

Mobility Manager

Sept 2010 – Sep 2013

Community Action Program Belknap-Merrimack Counties, Inc.

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

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

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

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

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

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

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

EDUCATION

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

Cynthia Yanski

SKILLS

Project/program management
Advanced MS Office skills
Excellent presentation skills
Proficient report writer
Experienced grant writer

Effective communication style
Work well independently and with a team
Volunteer recruitment/management
Insightful and resourceful
First-rate customer service skills

APRIL 2019 -
PRESENT

Community Action Program Belknap Merrimack Counties Inc.
Concord, NH

Mobility Manager

- Responsible for the promotion, enhancement and facilitation of mobility systems under the umbrella of the Mid-State RCC and CAPBMCI initiatives for seniors, individuals with disabilities and the general public, through coordination of services with transit providers and other stakeholders in the region.
- Assists with unmet mobility needs and assessments, planning, fundraising, grant writing, and resource development.
- Identifies mobility barriers and solutions to improve services, resolves unmet needs, and reports recommendations to the Mid-State RCC and to CAPBMCI for transit services.

OCTOBER 2012
- APRIL 2019

Friends Program

Concord, NH

Retired and Senior Volunteer Program Coordinator

- Manage oversight of 150 RSVP volunteers maintaining compliance with the terms and conditions of the grant and applicable federal regulations regarding program including volunteer training and supervision
- Plan and administer program activities to ensure project goals and objectives are met
- Design, organize and execute volunteer workshops and recognition events
- Initiate and coordinate public relations activities to recruit volunteers and publicize the program. Develop positive public relations and communications in the community; provide and present informational programs to interested groups and organizations
- Prepare newsletters, brochure/flyers, and other media materials
- Significantly improved efficiency in the Caregivers program by implementing a ride scheduling software program and creating a volunteer opportunity within the program to allow a portion of the day-to-day Caregivers Program tasks to be completed by volunteers
- Established a Caregivers Program Advisory Group made up of 7 dedicated Caregiver Program volunteers to help drive the future of the program

- Designed and implemented an orientation program for all new and existing RSVP volunteers
- Created recruitment and health fair presentations with an emphasis on healthy aging through volunteerism
- Updated our signature program brochures
- Incorporated volunteer enrichment activities to further the benefits of volunteerism through the Friends RSVP program.

**NOV 2000 –
MAY 2011**

MicroEdge LLC

Concord, NH

Senior Software System Consultant

- Implement and support a comprehensive financial, donor and grant management database software system for charitable organization clients
- Conduct data integrity analysis, code table setup, import data, create and set up standard report templates including donor statements, development letters and all financial statements using MS Word or Crystal Reports
- Provide software support to existing clients while maintaining the highest level of customer service
- Design trainings and new feature presentations from start to finish – research, prepare and deliver
- Valued member of the Quality Assurance/Upgrades team
- Evaluate client database setup and office procedures for potential efficiency optimization; online and in-person at client sites throughout North America

Progress, SQL, GoToMeeting, GoToAssist, Salesforce, Webex, Power Point, Outlook, Word, Excel, Access, Publisher, .Net, OpenAir, Google Analytics, Windows OS, DOS, Macros, Adobe Acrobat, VBA, Crystal Reports

Client Service Administrator

- Manage the Help Desk via a 10-line phone system, email and online support options. Triage the support calls to determine call back priority. Enter lower priority calls into the support call queue in-house database. Transfer higher priority calls for direct support.
- Maintain the support call database to perform quality control and correct inconsistencies to maintain data integrity.
- Technical support – system updates and upgrades, Windows help, install patches and system upgrades and other technical related support calls and FIMS software non-financial support.

Progress, Oracle, Power Point, Outlook, Word, Excel, Access, .Net, Windows OS, DOS, VBA, SQL, Adobe Acrobat, Crystal Reports, Carbon Copy

Administrative Assistant

- Perform all clerical duties for the office.
- Manage multiple-line phone system for the 15-person staff
- Prepare all mailings and training documentation
- Organize and maintain office paper and electronic filing system

Rosa Burt

Objective

Utilize my language and teaching skills to assist others with language barriers.

Summary

- Years of personal experience living and relating to people from different backgrounds and cultures.
- 10 years of experience teaching and coaching individuals and helping them achieve their goals.
- Currently teaching and tutoring student of all ages, including retirement age individuals who require much repetition, guidance and patience.

Experience

Private Spanish Tutor
2006 - Present

Londonderry Middle School, NH
Spanish Teacher, 2002-2005

Hilton Hotel, Taipei, Taiwan
Front Desk Agent, 2000

Taca International Airlines, Guatemala
Ticket Agent, 1999-2000

Education

Universidad Francisco Marróquin, Guatemala City- 1999

BA in Psychology

Colegio Evelyn Rogers, Guatemala City- 1993

Reference

Available upon request

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research-based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH

Instructor

1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH

Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH

Bachelors of Arts in Elementary Education

1981



Effective January 2021

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

BOARD OF DIRECTORS

<p>Dennis Martino, <i>President</i> [REDACTED]</p>	<p>Kathy Goode [REDACTED]</p>
<p>Robert (Bob) Krieger, <i>Vice President</i> [REDACTED]</p>	<p>Sara A. Lewko Human Resources Director Merrimack County Commissioners 333 Daniel Webster Highway, Suite 2 Boscawen, NH 03303 796-6856 (work-direct #) 796-6800 (work-gen. #) / 796-6841 (fax) [REDACTED] Sara@Merrimackcounty.net</p>
<p>Safiya Wazir, <i>Treasurer</i> [REDACTED]</p>	<p>Chris Pyles, Esq. [REDACTED]</p>
<p>A. Bruce Carri, <i>Secretary/Clerk</i> [REDACTED]</p>	<p>David Siff, Esq. [REDACTED]</p>
<p>Heather Brown [REDACTED]</p>	<p>Ben Wilson, AAMS® Financial Advisor [REDACTED]</p>
<p>Theresa M. Cromwell [REDACTED]</p>	<p>[REDACTED]</p>

Current fiscal year (3/1/21 – 2/28/22) board meetings – 3/11/21, 5/13/21, 9/9/21, 11/18/21, 1/13/22