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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9404 1-800-852-3345 Ext. 9404  
FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 3, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Family Assistance, to exercise a renewal option to an existing agreement with Good News Garage LSS, Inc., a subsidiary of Ascentria Care Alliance, (Vendor # 174439), 14E. Worcester Street, Suite 300, Worcester, MA 01604, to provide affordable car ownership opportunities to low income individuals by increasing the price limitation by \$1,000,000 from \$794,700 to \$1,794,700 and by extending the contract completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later through June 30, 2017. Governor and Executive Council approved the original agreement on May 1, 2013 (item #37A). 42% Federal Funds and 58% General Funds.

Funds are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017, upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of Governor and Executive Council, if needed and justified.

**05-95-45-451010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, CLIENT SERVICES, EMPLOYMENT**

SFY	Class	Title	Acitivity Code	Budget
2014	102-500734	Contracts for Program Services		\$397,350
2015	102-500734	Contracts for Program Services		\$397,350
2016	102-500734	Contracts for Program Services		\$500,000
2017	102-500734	Contracts for Program Services		\$500,000
			<b>Total:</b>	<b>\$1,794,700</b>

**EXPLANATION**

The purpose of this amendment is to renew contract services that provide affordable car ownership opportunities to low income individuals who receive Temporary Assistance to Needy Families. Reliable transportation is necessary for individuals, many of which live in areas

without public transportation or have no means to purchase a vehicle to successfully seek, obtain and maintain employment as they transition from welfare to work. Good News Garage LSS, Inc. promotes the donation of vehicles through marketing efforts. These donated vehicles are repaired and made available to current Temporary Assistance to Needy Families participants who are not able to support a vehicle loan.

The original contract and Governor and Council letter contain a provision to extend this award for two (2), two (2) year periods. Good News Garage LSS, Inc. has provided transportation options for the Division of Family Assistance since January 2006. Exercising this renewal option will provide 200 reliable vehicles to Temporary Assistance to Needy Families participants who are actively participating in the New Hampshire Employment Program.

Should Governor and Executive Council determine not to approve this request, approximately 200 eligible individuals would not have reliable transportation necessary to retain unsubsidized employment may need to reapply for assistance through the Temporary Assistance to Needy Families which negatively impacts the residents of New Hampshire.

Area served: statewide

Source of funds: 42% federal and 58% general.

In the event that the federal funds become no longer available, general funds will not be requested to support disability determination work.

Respectfully submitted



Terry Smith  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Good News Garage-LSS, Inc.**

This 1st Amendment to the Good News Garage-LSS, Inc. contract (hereinafter referred to as "Amendment #1") dated this, 27<sup>th</sup> day of February 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Good News Garage-LSS, Inc., (a subsidiary of Ascentria Care Alliance) hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14E Worcester Street, Suite 300, Worcester, MA 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on 5/1/2013 (item #37A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 1, the State may renew the contract for four (4) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) additional years and raise the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:  
June 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$1,794,700
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558
5. Exhibit A, Scope of Services, DATE, to read:  
Upon Governor and Executive Council Approval
6. Exhibit A, Scope of Services, CONTRACT PERIOD, to read:  
July 1, 2013 to June 30, 2017
7. Exhibit A, Scope of Services, Section II., Program Referral Guidelines, Paragraph A. Subparagraph 1. to read:
  1. The contractor will receive thirty (30) referrals a month for individuals needing a donated vehicle, from which two hundred (200) will be chosen for delivery of one of two hundred (200) vehicles during the contract period; and



8. Exhibit A, Scope of Services, Section III., Direct Service Requirements, Paragraph B, Subparagraph 2 to read:
  2. The Contractor is required to deliver a total of two hundred (200) vehicles to this program;
    - a. The Contractor will provide delivery of one hundred (100) vehicles during each year of the contract period (year 1 equals July 1, 2015 through June 30, 2016 and year 2 equals July 1, 2016 through June 30, 2017).
9. Exhibit A, Scope of Services, Section III., Direct Service Requirements, Paragraph B, Subparagraph 4 to read:
  4. Families receiving a vehicle under this contract will receive a 90-day, 3,000 mile warranty in writing at the time of delivery, with an extension to 6 months on the drivetrain providing the clients do a wellness check and oil change with the Contractor within 15 business days of the expiration of the 90 day warranty provided no neglect has occurred on the part of the client.
10. Exhibit B, Methods and Conditions Precedent to Payment, Contract Period, to read:

July 1, 2013 through June 30, 2017.
11. Exhibit B Methods and Conditions Precedent to Payment, Section I., Funding of Contract, Paragraph A. to read:
  - A. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in an amount not to exceed the amount in Form P-37, General Provisions, Item 1.8, Price Limitations.
12. Exhibit B Methods and Conditions Precedent to Payment, Section I. Funding of Contract Paragraph B. to read:
  - B. Subject to the contractor's compliance with the terms and conditions of this Contract, and for services provided to eligible individuals, the Division of Family Assistance shall reimburse the Contractor in an amount not to exceed the amount in Form P-37, General Provisions, Item 1.8, Price Limitation.
13. Exhibit B Methods and Conditions Precedent to Payment, Section I. Funding of Contract Paragraph C. to read:
  - C. The Contractor will provide one hundred (100) donated vehicles to eligible families during the period of July 1, 2015 through June 30, 2016, and an additional one hundred (100) vehicles to eligible families during the period of July 1, 2016 through June 30, 2017, for a total of two hundred vehicles to eligible families for the total length of this contract.
14. Exhibit B, Methods and Conditions Precedent to Payment, Section I., Funding of Contract, Paragraph D to read:
  - D. Upon receipt of monthly invoices, the Division of Family Assistance shall reimburse the Contractor at a rate of \$5,000.00 per vehicle delivered, when:
15. Add Exhibit B, Methods and Conditions Precedent to Payment, Section I., Funding of Contract, Paragraph K, as follows:

Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

3-25-15  
DWR



16. Add Exhibit B-1, Budget
17. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
18. Add Paragraph 2 to Standard Exhibit C-1, Additional Special Provisions to read:
  2. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
    - 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 \$1,000,000 per occurrence; and
19. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:

From 7/1/2013 to 6/30/2017
20. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:

July 1, 2013 through June 30, 2017
21. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

3-25-15  
DWR

New Hampshire Department of Health and Human Services  
Good News Garage-LSS, Inc.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/7/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Terry Smith  
Director

Good News Garage-LSS, Inc.  
(a subsidiary of Ascentria Care Alliance)

3-25-15  
Date

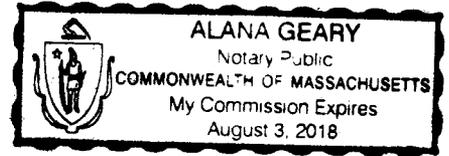
Dave Rainick  
NAME: Dave Rainick  
TITLE: Executive VP, COO

Acknowledgement:

State of ~~Massachusetts~~ County of ~~Worcester~~ on 3/25/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Alana Geary  
Name and Title of Notary or Justice of the Peace



3-25-15  
DWR

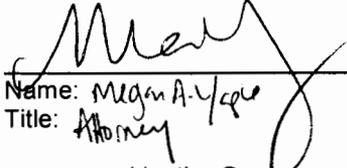
New Hampshire Department of Health and Human Services  
Good News Garage-LSS, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

  
Name: Megan A. Yocco  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

3-25-15  
DMR



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*DML*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3-25-15  
Date

Dana Ranish  
Name: Dana Ranish  
Title: Executive VP, COO

Exhibit G

Contractor Initials DWR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3-25-15

**EXHIBIT B-2: Budget Proposal SFY 14**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** Good News Garage-LSS, Inc

**Budget Request for:** 13-DFA-BWW-TO-04  
(Name of RFP)

**Budget Period:** 7/1/15 - 6/30/16

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$119,612.00		\$ 119,612.00	Wages/6 staff members
2. Employee Benefits	\$ 26,912.00	\$ -	\$ 26,912.00	FICA/Dental/Health/LTD/Workers Comp.
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 3,000.00	\$ -	\$ 3,000.00	Equip Maint/Repair Network Maint.
Rental		\$ -	\$ -	
Repair and Maintenance	\$ 287,500.00		\$ 287,500.00	Garage/Vehicle Expense/DMV
Purchase/Depreciation	\$ 3,466.00	\$ -	\$ 3,466.00	Equipment Lease/Depreciation
5. Supplies:	\$ 2,770.00	\$ -	\$ 2,770.00	Car Care Guide
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 6,480.00		\$ 6,480.00	
7. Occupancy	\$ 37,754.00	\$ -	\$ 37,754.00	Rent/Utilities/Build. Maint.
8. Current Expenses	\$ 2,500.00	\$ -	\$ 2,500.00	Program Supplies
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	Land Line/Cell/Internet
Postage	\$ 4,045.00	\$ -	\$ 4,045.00	Client/Survey/Notification
Subscriptions	\$ 900.00	\$ -	\$ 900.00	Dues/Subs./Membership
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 3,158.00	\$ -	\$ 3,158.00	Liability Insurance
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 83,450.00		\$ 83,450.00	Printing & copying/advertising
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 105,109.00	\$ 105,109.00	Total G/A Allocation, central office support Fiancial/HR/Advancement
Revenue	\$ -	\$ -	\$ -	
100 delivered units @ \$5000.00			\$ 500,000.00	program units
288 auction units @ \$662.00		\$ -	\$ 190,656.00	donated units not fit for program
<b>TOTAL</b>	<b>\$ 585,547.00</b>	<b>\$ 105,109.00</b>	<b>\$ 690,656.00</b>	

**Indirect As A Percent of Direct**

15%

**EXHIBIT B-2: Budget Proposal SFY 15**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** Good News Garage-LSS, Inc

**Budget Request for:** 13-DFA-BWW-TO-04

(Name of RFP)

**Budget Period:** 7/1/16 - 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 119,612.00	\$ -	\$ 119,612.00	Wages/6 staff members
	\$ 26,912.00		\$ 26,912.00	FICA/Dental/Health/LTD/Workers Comp.
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ 3,000.00	\$ -	\$ 3,000.00	Equip Maint/Repair
Rental		\$ -		Network Maint.
Repair and Maintenance	\$ 287,500.00		\$287,500.00	Garage/Vehicle Expense/DMV
Purchase/Depreciation	\$ 3,466.00	\$ -	\$ 3,466.00	Equipment Lease/Depreciation
5. Supplies:	\$ 2,770.00	\$ -	\$ 2,770.00	Car Care Guide
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 6,480.00	\$ -	\$ 6,480.00	Staff/Meals Expense/Conference
7. Occupancy	\$ 37,754.00		\$ 37,754.00	Rent/Utilities/Build. Maint.
8. Current Expenses	\$ 2,500.00	\$ -	\$ 2,500.00	Program Supplies
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	Land Line/Cell/Internet
Postage	\$ 4,045.00	\$ -	\$ 4,045.00	Client/Survey/Notification
Subscriptions	\$ 900.00	\$ -	\$ 900.00	Dues/Subs./Membership
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 3,158.00	\$ -	\$ 3,158.00	Liability Insurance
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<b>TOTAL</b>	<b>\$ 585,547.00</b>	<b>\$ 105,109.00</b>	<b>\$ 690,656.00</b>	

**Indirect As A Percent of Direct**

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 GOOD NEWS GARAGE-LSS, INC., a(n) Vermont nonprofit corporation, registered to do business in New Hampshire on October 18, 2004. 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 13<sup>th</sup> day of March, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Alana Geary, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Good News Garage - LSS, Inc., (subsidiary of Ascentria Care Alliance, Inc., formerly known as Lutheran Social Services of New England, Inc.).  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 21, 2014:  
(Date)

**RESOLVED:** that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the LSS CEO, LSS board of directors or LSS executive committee in accordance with the agency signing authority policy.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25<sup>th</sup> day of March, 2015.  
(Date Contract Signed)

4. Dana Ramish is the duly elected Executive Vice President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Alana Geary, Clerk  
(Signature of the Elected Officer)

Massachusetts  
STATE OF ~~NEW HAMPSHIRE~~  
County of Worcester

The forgoing instrument was acknowledged before me this 25 day of March, 2015.

By Alana Geary  
(Name of Elected Officer of the Agency)

Deborah Cestari  
(Notary Public/Justice of the Peace)

NOTAR



Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/17/2015

**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).**

<b>PRODUCER</b> Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): (866) 597-9827 E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC #</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : Philadelphia Indemnity Insurance Company</td> <td colspan="2" style="border-bottom: 1px solid black; text-align: right;">18058</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B :</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td colspan="2" style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> Good News Garage – LSS Inc. 14 East Worcester Street Worcester, MA 01604																						

**COVERAGES** **CERTIFICATE NUMBER: 8859477** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			PHPK1238160	10/01/2014	10/01/2015	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 25,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>Human Services Prof Liab</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 25,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000	Human Services Prof Liab	\$ 1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$
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	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">PER STATUTE</td> <td style="width: 20%; text-align: right;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$																
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E.L. DISEASE - POLICY LIMIT	\$																														

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

Good news Garage -LSS, Inc. is a subsidiary of Ascentria Care Alliance Inc

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Health and Human Services	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE 
--	--

Good News Garage



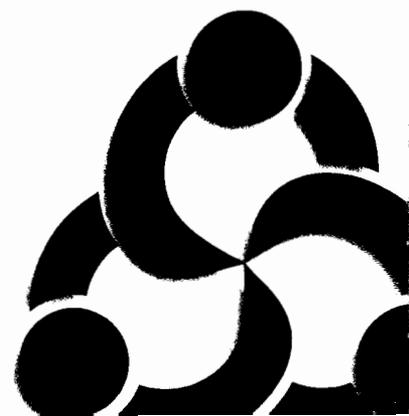
 A member of Ascentria Care Alliance

340 Granite Street, 3rd Floor, Manchester, NH 03102 | 603.669.6937  
GoodNewsGarage.org | 877.GIVE.AUTO (877.448.3288)  
info@GoodNewsGarage.org | Donate a car...Change a life!  
*Formerly Lutheran Social Services of New England*

## Good News Garage Mission Statement

The mission of Good News Garage is to  
"Create economic opportunity by providing affordable  
and reliable transportation options for people in need."

Empowering People. Strengthening Communities.



**GOOD NEWS GARAGE - LSS, INC.**  
**FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

**GOOD NEWS GARAGE - LSS, INC.  
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<b>STATEMENTS OF ACTIVITIES</b>	<b>4</b>
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CliftonLarsonAllen

CliftonLarsonAllen LLP  
CLAAconnect.com

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Good News Garage - LSS, Inc.  
Worcester, Massachusetts

We have audited the accompanying financial statements of Good News Garage - LSS, Inc., which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, changes in net assets, functional expenses, and cash flows for the years 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.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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



An independent member of Nexia International

Board of Directors  
Good News Garage – LSS, Inc.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Good News Garage - LSS, Inc. as of June 30, 2014 and 2013, and the changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Boston, Massachusetts  
December 1, 2014

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2014 AND 2013**

<b>ASSETS</b>		2014	2013
<b>CURRENT ASSETS</b>			
Cash		\$ 177,715	\$ 38,191
Accounts Receivable, Net		242,381	193,744
Inventory		160,437	147,637
Prepaid Rent, Current Portion		56,667	56,667
Prepaid Expenses		-	1,181
Total Current Assets		637,200	437,420
<b>BENEFICIAL INTEREST IN NET ASSETS OF RELATED PARTY</b>		392,694	376,286
<b>PROPERTY AND EQUIPMENT</b>			
Leasehold Improvements		522,674	524,174
Equipment and Motor Vehicles		191,170	150,455
Total Property and Equipment		713,844	674,629
Less: Accumulated Depreciation		538,203	495,931
Property and Equipment, Net		175,641	178,698
<b>DUE FROM RELATED PARTIES</b>		70,417	716,115
<b>OTHER ASSETS</b>			
Prepaid Rent		169,527	226,523
Deposits		180	1,935
Total Other Assets		169,707	228,458
Total Assets		\$ 1,445,659	\$ 1,936,977
<b>LIABILITIES AND NET ASSETS</b>			
<b>CURRENT LIABILITIES</b>			
Accounts Payable		\$ 140,644	\$ 98,823
Accrued Expenses		68,036	62,882
Deferred Revenue		24,412	-
Total Current Liabilities		233,092	161,705
<b>DUE TO RELATED PARTY</b>		-	25,605
Total Liabilities		233,092	187,310
<b>NET ASSETS</b>			
Unrestricted		819,873	1,373,381
Temporarily Restricted		392,694	376,286
Total Net Assets		1,212,567	1,749,667
Total Liabilities and Net Assets		\$ 1,445,659	\$ 1,936,977

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENTS OF ACTIVITIES**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
<b>UNRESTRICTED NET ASSETS</b>		
<b>REVENUES AND SUPPORT</b>		
Program Service Revenue	\$ 1,888,983	\$ 1,930,825
Donated Vehicles	951,583	1,063,246
Donated Vehicles - Wholesale	965,528	1,028,607
In-Kind Donations	34,815	72,999
Other Revenue	108,606	115,851
Net Assets Released from Restrictions Used for Operations	7,205	43,523
Total Revenues and Support	3,956,720	4,255,051
<b>OPERATING EXPENSES</b>		
Salaries	1,060,273	1,004,482
Employee Benefits	201,564	216,941
Donated Vehicle Expense	938,841	1,054,850
Vehicles Purchased	3,500	56,010
Garage Expense	861,586	804,452
Travel Expenses	65,054	42,660
Equipment and Other Office Operations	77,516	66,544
Human Resource and Custodial Fees	287,200	261,265
Occupancy Costs	143,546	137,215
Advertising Expense	212,243	245,847
Office Expenses	102,928	60,936
Fundraising Expense	4,723	5,824
Professional Fees	25,036	16,714
Depreciation	43,772	39,201
Program Expense	33,117	19,572
Total Operating Expenses	4,060,899	4,032,513
<b>EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES</b>	(104,179)	222,538
Equity Transfer	449,329	-
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	\$ (553,508)	\$ 222,538

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENTS OF CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
<b>UNRESTRICTED NET ASSETS</b>		
Increase (Decrease) in Unrestricted Net Assets	\$ (553,508)	\$ 222,538
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Change in Beneficial Interest in Net Assets of Related Party	23,613	46,507
Net Assets Released from Restrictions	(7,205)	(43,523)
Increase in Temporarily Restricted Net Assets	16,408	2,984
<b>INCREASE (DECREASE) IN NET ASSETS</b>	(537,100)	225,522
Net Assets - Beginning of Year	1,749,667	1,524,145
<b>NET ASSETS - END OF YEAR</b>	\$ 1,212,567	\$ 1,749,667

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2014**

	<u>Program</u>	<u>Fundraising</u>	<u>Management and General</u>	<u>Total</u>
Salaries	\$ 960,032	\$ 40,274	\$ 59,967	\$ 1,060,273
Employee Benefits	177,988	14,296	9,280	201,564
Donated Vehicle Expense	938,841	-	-	938,841
Vehicles Purchased	3,500	-	-	3,500
Garage Expense	848,579	-	13,007	861,586
Travel Expenses	65,054	-	-	65,054
Equipment and Other Office Operations	73,475	-	4,041	77,516
Human Resource and Custodial Fees	-	-	287,200	287,200
Occupancy Costs	143,546	-	-	143,546
Advertising Expense	-	212,243	-	212,243
Office Expenses	76,525	-	26,403	102,928
Fundraising Expense	-	4,723	-	4,723
Professional Fees	3,500	-	21,536	25,036
Program Expense	33,117	-	-	33,117
	<u>3,324,157</u>	<u>271,536</u>	<u>421,434</u>	<u>4,017,127</u>
Total Before Depreciation				
Depreciation	<u>43,772</u>	<u>-</u>	<u>-</u>	<u>43,772</u>
Total Functional Expenses	<u>\$ 3,367,929</u>	<u>\$ 271,536</u>	<u>\$ 421,434</u>	<u>\$ 4,060,899</u>

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)**  
**YEAR ENDED JUNE 30, 2013**

	<u>Program</u>	<u>Fundraising</u>	<u>Management and General</u>	<u>Total</u>
Salaries	\$ 1,004,482	\$ -	\$ -	\$ 1,004,482
Employee Benefits	216,941	-	-	216,941
Donated Vehicle Expense	1,054,850	-	-	1,054,850
Vehicles Purchased	56,010	-	-	56,010
Garage Expense	804,452	-	-	804,452
Travel Expenses	42,660	-	-	42,660
Equipment and Other Office Operations	66,544	-	-	66,544
Human Resource and Custodial Fees	-	-	261,265	261,265
Occupancy Costs	137,215	-	-	137,215
Advertising Expense	245,847	-	-	245,847
Office Expenses	60,936	-	-	60,936
Fundraising Expense	-	5,824	-	5,824
Professional Fees	16,714	-	-	16,714
Program Expense	19,572	-	-	19,572
	<u>3,726,223</u>	<u>5,824</u>	<u>261,265</u>	<u>3,993,312</u>
Total Before Depreciation				
Depreciation	39,201	-	-	39,201
	<u>3,765,424</u>	<u>5,824</u>	<u>261,265</u>	<u>4,032,513</u>
Total Functional Expenses				

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2014 AND 2013**

	2014	2013
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (Decrease) in Net Assets	\$ (537,100)	\$ 225,522
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided by Operations:		
Depreciation	43,772	39,201
Amortization of Prepaid Rent	56,996	56,671
Equity Transfer	449,329	-
Change in Beneficial Interest in Net Assets of Related Party	(23,613)	(46,507)
(Increase) Decrease in:		
Accounts Receivable	(48,637)	(61,433)
Inventory	(12,800)	(8,396)
Prepaid Expenses	1,181	1,181
Deposits	1,755	-
Beneficial Interest in Net Assets of Related Party	7,205	45,045
Increase (Decrease) in:		
Accounts Payable	41,821	(4,802)
Accrued Expenses	5,154	(30,761)
Deferred Revenue	24,412	(18,332)
Net Cash Provided by Operating Activities	9,475	197,389
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of Property and Equipment	(40,715)	(12,678)
Net Cash Used by Investing Activities	(40,715)	(12,678)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Advances from (to) Related Parties	170,764	(213,544)
Net Cash Provided (Used) by Financing Activities	170,764	(213,544)
<b>NET INCREASE (DECREASE) IN CASH</b>	139,524	(28,833)
Cash Beginning of Year	38,191	67,024
<b>CASH END OF YEAR</b>	\$ 177,715	\$ 38,191
<b>SCHEDULE OF NON-CASH FINANCING ACTIVITIES</b>		
Change in Due to/from Related Parties	\$ 620,093	\$ (213,544)
Less: Equity Transfer	(449,329)	-
Net Due to/from Related Parties	\$ 170,764	\$ (450,458)

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

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

**Organization**

Good News Garage - LSS, Inc. (the Organization) is a nonprofit organization that provides low-income individuals with transportation, such as ownership of donated vehicles or access to shared rides, providing these individuals with access to jobs and other economic opportunities, thus helping them to achieve economic independence. During the reporting period, the Organization maintained offices in Burlington, VT and Manchester, NH. Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of the Organization.

On September 1, 2014, Lutheran Social Services of New England, Inc. became Ascentria Care Alliance (Ascentria). This name change is a vital component of Ascentria's new corporate strategy, meant to help facilitate new business partnerships and expand opportunities with foundations, corporate sponsors, and donors in support of the new client-centered model of care. Ascentria continues to honor its Lutheran heritage as it moves forward in a new direction.

The following is a summary of the programs included in the financial statements. For all programs, the Organization solicits donated vehicles, evaluates them, and repairs them for use within the programs. Donated cars are repaired and serviced using the Vermont facility or partner garages. The Organization is a licensed used car dealer and has a state safety inspection license in Vermont.

- Donated Wheels Program (DW): The DW program provides vehicles to eligible applicants under a contract with the State Department of Children and Families, Economic Services Division. Vehicle recipients are determined by the State of Vermont based on need. A typical recipient will have already been working for three months.
- Ready to Go (R2G): A Demand-Response transportation program that provides rides to qualified, low-income Vermonters. Drivers and vans are stationed throughout the State of Vermont to provide transportation for work, job training, childcare or other state services. Eligible families use R2G as transitional transportation for a limited time.
- MRC Program: This program provides vehicles to low-income individuals through a contract with the Commonwealth of Massachusetts through the Massachusetts Rehabilitation Commission.
- GNG New Hampshire: This program provides vehicles to low-income individuals through a contract with the New Hampshire Department of Health and Human Services.

**Method of Accounting**

The financial statements of the Organization have been prepared on the accrual method of accounting. Accordingly, assets are recorded when the Organization obtains the rights of ownership or is entitled to claims for receipt and liabilities are recorded when the obligation is incurred.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

The Organization considers all short-term debt securities purchased with an original maturity of three months or less to be cash equivalents.

**Accounts Receivable**

Accounts receivable are recorded net of an allowance of expected losses. The allowance is estimated from historical performance and projections of trends. Credit is extended to customers and collateral is not required. When the accounts become past due, historically, the Organization has not charged interest to these accounts.

**Inventory**

Vehicles identified for the purpose of being delivered to program participants are valued based on the average contract reimbursement rate for the reporting period.

Program vehicles expected to be sold at retail are recorded based on trade-in value.

Vehicles expected to be sold at wholesale are valued using the average sales proceeds for all vehicles sold during the reporting period.

Vehicles are recorded as Donated Vehicles or Donated Vehicles - Wholesale when the vehicle is received.

**Property and Equipment**

Property and equipment are recorded at cost. Assets with an estimated useful life of more than one year and a historical cost of \$2,500 are capitalized. The Organization capitalizes acquisitions and improvements, while expenditures for maintenance and repairs that do not extend the useful lives of the assets are charged to operations. Donated property and equipment are recorded at fair market value at the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets as follows:

Vehicles	3 - 5	Years
Leasehold Improvements	5 - 15	Years
Equipment, Furniture and Fixtures	3 - 10	Years

**GOOD NEWS GARAGE - LSS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2014 AND 2013**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Related Party Loans Receivable**

The Organization's loan portfolio is comprised of unsecured related party loan receivables that do not bear interest and have no fixed repayment terms, as detailed in Note 4, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organization establishes an allowance as an estimate of inherent risk in the Organization's loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organization determines the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as a recovery in the year of receipt. The allowance for uncollectible related party loan receivables was \$-0- as of both June 30, 2014 and 2013.

The Organization reviews the adequacy of the allowance, including consideration of the relevant risks in the loan portfolio, current economic conditions and other factors periodically. The Organization internally monitors related party borrowers to assess the risk of nonperformance. If the Organization determines that changes are warranted based on those reviews, the allowance is adjusted.

**Net Assets and Recognition of Donor Restrictions**

Contributions received are recorded as increases in unrestricted or temporarily restricted net assets, depending on the existence or nature of any donor restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

**Unrestricted** - Those resources over which the Board of Directors has discretionary control. Designated amounts represent those revenues that the Board has set aside for a particular purpose.

**Temporarily Restricted** - Those resources subject to donor imposed restrictions that will be satisfied by actions of the Organization or passage of time.

**Permanently Restricted Net Assets** - Include contributions which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for operations in accordance with donor restrictions.

When a restriction is met, temporarily restricted net assets are released and reclassified to unrestricted net assets. Donor restricted contributions whose restrictions are met within the same reporting period as received are reported as unrestricted contributions in the accompanying financial statements.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Revenue Recognition**

Program service revenue, which includes grant awards from state and federal agencies, is recognized as services are provided.

Donated vehicles include those that will be repaired and delivered to program participants. They are valued based on the average contract reimbursement rate for the reporting period.

Donated vehicles – wholesale include donated vehicles that do not meet the needs of program participants. These vehicles are sold at auction and valued based on average proceeds for the reporting period.

**Income Taxes**

The Organization is a not-for-profit corporation as described in section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes on related income pursuant to section 501(a) of the code. The Organization files as a tax-exempt organization. Should that status be challenged in the future, the Organization's 2011 through 2014 tax years are open for examination by federal and state taxing authorities.

**Advertising Expense**

Advertising costs are expensed when incurred. Advertising costs paid for by the Organization amounted to \$171,585 and \$169,585 for the years ended June 30, 2014 and 2013, respectively. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organization received contributions of advertising estimated to have a value of \$34,815 and \$72,999 for the years ended June 30, 2014 and 2013, respectively.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis on the statement of functional expenses. Accordingly, costs have been allocated among the program, fundraising, and management and general services provided.

**Fair Value Measurement**

The Organization categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active market for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3)

**GOOD NEWS GARAGE - LSS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2014 AND 2013**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Fair Value Measurement (Continued)**

If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities valued at fair value are categorized based on the inputs to the valuation techniques as follows:

**Level 1** – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the organization has the ability to access.

**Level 2** – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

**Level 3** – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

**Excess (Deficiency) of Revenues Over Expenses**

The statement of activities includes excess (deficiency) of revenue over expenses. Changes in unrestricted net assets which are excluded from deficiency of revenue over expenses, consistent with industry practice, include equity transfers of assets to and from affiliates for other than goods and services.

**Reclassifications**

Certain reclassifications have been made to the June 30, 2013 financial statements in order to present them in conformity with the June 30, 2014 financial statements. These reclassifications had no effect on net assets as previously reported.

**Subsequent Events**

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through December 1, 2014, the date the financial statements were available to be issued.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

**NOTE 2 ACCOUNTS RECEIVABLE**

Accounts receivable is comprised of the following at June 30, 2014 and 2013:

	2014	2013
Federal and State Grants Receivable	\$ 230,670	\$ 148,601
Other Accounts Receivable	13,402	46,834
Allowance for Doubtful Accounts	(1,691)	(1,691)
Accounts Receivable, Net	\$ 242,381	\$ 193,744

**NOTE 3 BENEFICIAL INTEREST IN NET ASSETS OF RELATED PARTY**

The Organization has a beneficial interest in assets that are held by LSSNE in the amount of \$392,694 and \$376,286 at June 30, 2014 and 2013, respectively. The assets were formerly held by Lutheran Social Services of New England Foundation, Inc., a related party which merged with LSSNE during 2014. Contributed assets are transferred to LSSNE by either the donor or the Organization as those assets are received. The assets from the fund will be transferred to the Organization with the approval of LSSNE. LSSNE has not been granted variance power by donors.

**NOTE 4 RELATED PARTY TRANSACTIONS**

The Organization has entered into the following transactions with related parties:

**Central Office Costs**

The Organization pays an annual fee to LSSNE in monthly installments. The fee includes payment for accounting and administrative services, human resources, executive management, information technology and other administrative costs that benefit the Organization. In 2014 and 2013, those expenses amounted to \$287,200 and \$261,265, respectively, and are included under the caption "Human Resources and Custodial Fees" on the accompanying statement of activities.

**Office Lease**

In 2014, the Organization entered into an agreement with Lutheran Community Services, Inc. (LCS) under which they would utilize office space and parking lot spaces leased by LCS. The Organization does not pay a set monthly payment, but reimburses LCS for the costs incurred each month. Lease expense amounted to \$11,788 for 2014.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

**NOTE 4 RELATED PARTY TRANSACTIONS (CONTINUED)**

**Related Party Loans**

Related party loans that bear no interest and have no fixed repayment terms are as follows:

Due from Related Parties :	2014	2013
Lutheran Community Services, Inc.	\$ 70,417	\$ 87,773
Lutheran Social Services of New England, Inc.	-	628,342
Total Due from Related Parties	<u>\$ 70,417</u>	<u>\$ 716,115</u>
Due to Related Party :		
Lutheran Social Services of New England Foundation, Inc. (merged with LSSNE during 2014)	\$ -	\$ 25,605
Total Due to Related Party	<u>\$ -</u>	<u>\$ 25,605</u>

The Organization made an unreciprocal transfer of equity to LSSNE during 2014. The transfer relates to a previously recognized loan receivable balance that no longer has an expectation of repayment. The transfer is shown in the statement of activities as "equity transfer" and amounted to \$449,329 for the year ended June 30, 2014.

**NOTE 5 DEFINED CONTRIBUTION PLAN**

The Organization sponsors a defined contribution plan (the Plan) qualified under Internal Revenue Code Section 403(b). The Plan has been deemed a church plan. The Plan covers eligible employees of the Organization. The Plan allows, but does not require, the Organization to match an amount of eligible employees' basic contributions to the Plan up to the maximum amount of 3% of salary. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. For the years ended June 30, 2014 and 2013 there were no employer contributions; therefore, no pension costs were charged to operations.

**NOTE 6 CONCENTRATION OF CREDIT RISK**

**Cash and Cash Equivalents**

The Organization maintains its cash and cash equivalents in federally insured financial institutions in the same geographic area. During the year there may be times when uninsured cash is significant.

**Accounts Receivable**

Accounts receivable from state agencies and motor vehicle auctions totaled \$242,381 at June 30, 2014.

**Major Sources of Revenue**

The Organization received approximately 48% of its revenue from federal and state agencies, including 10% from the U.S. Department of Health & Human Services through the states of Vermont and New Hampshire for the fiscal year 2014.

**GOOD NEWS GARAGE - LSS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2014 AND 2013**

**NOTE 6 CONCENTRATION OF CREDIT RISK (CONTINUED)**

**Beneficial Interest in Net Assets of Related Party**

The Organization's unsecured gifts, held by LSSNE amounted to \$392,694 at June 30, 2014.

**NOTE 7 LEASES**

**Office Lease**

The Organization had an operating office lease agreement during the reporting period. The office lease agreement is a month-to-month arrangement. Therefore, no future payments are required under this lease as of June 30, 2014.

Total related office rent expense for each of the years ended June 30, 2014 and 2013 was approximately \$8,160.

**Prepaid Lease**

The Organization (the Lessee) entered a lease agreement effective June 27, 2003 for office and garage space for its Vermont operation with an unrelated nonprofit organization (the Lessor). The term of the lease is ten years with additional lessee renewal options of five and four years, respectively. Under the terms of the lease, if the Lessee, its sub-lessee, or its assignee continually occupies the space for 15 years and all rent payments are made, the Lessee will have the option to purchase the property for its fair market value. The intent of the Organization is to purchase the property for its fair market value. Therefore, the estimated minimum life of the lease has been determined to be 15 years.

As of June 30, 2014, the lease has been renewed through the year ended June 30, 2018.

Rent consists of three components. The first component required the Organization to pay \$850,000 at the commencement of the lease. This amount is reflected as prepaid rent on the statement of financial position and is amortized over the life of the lease, which amounts to \$56,667 per year. The second component is annual rent of \$29,601, due monthly. This component represents the costs of maintenance, taxes, and other related costs to maintain the property and may be adjusted in subsequent years based on actual costs. The third component is annual debt service rent of \$13,955, due monthly. This component represents the reimbursement of a \$150,000 loan received by the Lessor for additional improvements to the property.

**GOOD NEWS GARAGE - LSS, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013**

**NOTE 7 LEASES (CONTINUED)**

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2015	\$ 43,556
2016	43,556
2017	43,556
2018	43,556
2019	-
	<u>\$ 174,224</u>

Related rent expense was \$100,223 for the each of the years ended June 30, 2014 and 2013.

**NOTE 8 FAIR VALUE MEASUREMENTS**

The Organization uses fair value measurements to record fair value adjustments to certain assets to determine fair value disclosures. For additional information on how the Organization measures fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies.

The following table presents the Organization’s fair value hierarchy for those assets measured at fair value on a recurring basis as of June 30, 2014 and 2013:

	<u>2014</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial Interest in Net Assets of Related Party	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 392,694</u>	<u>\$ 392,694</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 392,694</u>	<u>\$ 392,694</u>
	<u>2013</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial Interest in Net Assets of Related Party	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 376,286</u>	<u>\$ 376,286</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 376,286</u>	<u>\$ 376,286</u>

**GOOD NEWS GARAGE - LSS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2014 AND 2013**

**NOTE 8 FAIR VALUE MEASUREMENTS (CONTINUED)**

The following table provides a summary of changes in fair value of the Organization's assets measured using level 3 inputs for the years ended June 30, 2014 and 2013:

Beginning Balance as of July 1, 2012	\$ -
Transfer to Level 3	376,286
Ending Balance as of June 30, 2013	<u>376,286</u>
Beginning Balance as of July 1, 2013	\$ 376,286
Change in Fair Value of Level 3 Assets	23,613
Net Assets Released from Restrictions	(7,205)
Ending Balance as of June 30, 2014	<u>392,694</u>

During fiscal year 2013, the Organization reclassified \$376,286 of its beneficial interest in net assets of related parties to level 3. Since these funds are held by a third party that pools the Organization's interest with other related organization's assets, management has determined the inputs are unobservable and therefore valued using a level 3 methodology.

**NOTE 9 CONTINGENCIES**

A significant portion of the Organization's revenues are derived from state and federal programs. Due to budgetary constraints at the state and federal level, the Organization cannot determine whether there will be any changes in the program funding in the near term.



**Ascentria  
CARE ALLIANCE  
Good News Garage – LSS, Inc.  
Board of Directors  
2014 - 2015**

**Jeff Kinney, Chair**

**Michael Balinskas**

m

**William Mayo, Vice Chair**

**Karen Gaylin**

1

**Angela Bovill**

**Garth Greimann**

Corporate Officers:

President	Angela Bovill
Treasurer	Nick Russo
Executive VP	Lisa Cohen
Executive VP	Dana Ramish
Clerk	Alana Geary

# Britny Beebe

*Administrative Assistant*

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## QUALIFICATION HIGHLIGHTS

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- 5+ years' experience working in an office setting/administrative assistant work
- 5+ years' customer service experience
- Proficient in Microsoft Word, Excel, PowerPoint, ACT, Maestro Reservations Systems
- Experience teaching individuals with disabilities on computer usage
- Volunteered and participated at the Red Field Single Mothers House

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## WORK HISTORY

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Good News Garage-LSS, Inc. Manchester, NH 2013-present

**Administrative Assistant/ Client Coordinator**

- Perform office duties: filing, data entry, mailing & phones
- Process client applications, conduct client interviews and assist with vehicle placement & delivery

Reid Middle School, Pittsfield, MA 2012

**Internship**

- Organized/ filed students confidential medical records in nursing office
- Updated head nurse on students immunization records
- Trained in school policies and procedures

The Red Lion Inn & Country Curtains, Stockbridge, MA 2006-2010

**Receptionist/Retail & Group Sales Associate**

- Performed bookkeeping activities, such as balancing accounts and conducting nightly audits
- Kept records of room availability and guests' accounts, manually or using computers
- Recorded guest comments or complaints, referring customers to managers as necessary
- Performed various office duties such as; filing, data entry, managing sales packets & composed and formatted event agreements

IS183 Interlaken Art School, Interlaken, MA 2005

**Summer Camp Assistant/Teacher's Aide**

- Organized, led, and promoted interest in recreational activities such as arts, crafts, sports, games, camping, and hobbies
- Assisted the teacher with classroom curriculum for children ranging 4-8 years of age
- Assisted the teacher in managing the daily operations of recreational facilities

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## EDUCATION

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Mildred Elley Career College, Pittsfield, MA 2011-2012

Administrative Assistant Certificate- Graduated Deans list

Monument Mountain Regional High School, Great Barrington, MA Diploma

General Studies

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## COMMUNITY INVOLVEMENT

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**Memorial Library, *Crystal City, TX***

2012

**Monument Mountain Regional High School, *Great Barrington, MA***

2005-2007

**Human Society, *Bedford, NH***

2005

## Robert E. Bucklev

OBJECTIVE: Obtain management position that leverages my skills, work experience and education.

### QUALIFICATIONS:

- Development & Management of contract proposals in NH & MA.
- Extensive background working with state agency's / nonprofits and for profit organizations
- Comprehensive training and experience in business development, sales and customer service.
- Skillful in expanding business through cold calling, networking and relationship enhancement.
- Excellent territory management, strong communication and presentation skills.

### EXPERIENCE:

- Over twenty years experience in Consumer Development.
- Ten years successfully writing contract proposals resulting in future development opportunities
- Maintaining staff development / tenure / budgeting /general operations
- Regional over site for dual state contract administration
- Extensive training in Marketing and Business Development
- Ten years background in Consumer and Mortgage Lending
- Five years directly working in Franchise Auto Dealerships
- Three years experience in Dealer Development and Outside Sales

### EDUCATION & TRAINING:

Dealer Development Representative Training 2001, Professional F&I Management 1997. American Institute of Banking 15 Courses  
NH Community Technical College, Laconia, NH 1986-1996

### EMPLOYMENT HISTORY:

Program Manager	Good News Garage	Manchester, NH	4/05-Current
VP Vehicle Donations	Good News Garage	Manchester, NH	3/04-4/05
Account Manager	LongBeach Acceptance	Paramus, NJ	2/03-6/03
Business Development Officer	Compass Bank	New Bedford, MA	2/02-2/03
Dealer Development Rep.	Arcadia Transouth	Hooksett, NH	2/01-1/02

# Nicholas G. Lantagne

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- Objective** To obtain a full time position that leverages my skills, education and work experience.
- Education** 03/08 – 09/09 New England Institute of Technology Warwick, RI  
**Associates Degree Automotive Collision Repair**
- Maintained position on the Dean's List with a 3.81 GPA.
  - Completed on September 25, 2009.
- Skills Summary**
- Able to assess damage and provide a repair estimate with UltraMate estimating software; recently earned a 4.0 in damage estimating class.
  - Trained in auto body metal repair, minor and major frame straightening, and welding.
  - Proficient in automotive paint, refinishing and reconditioning.
- Work Experience** 10/2009 – Present Good News Garage Manchester, NH  
**Vehicle Processor**
- Responsible for the disposition of all donated vehicles.
  - Liable for approving repair work for all program vehicles.
  - Accountable for all vehicle pick ups, deliveries and come back repairs.
- 3/2008 – 9/2009 Inskip Audi Warwick, RI  
**Service Lot Attendant**
- Liable for documenting damage on the service loaner vehicles.
  - Accountable for detailing and parking client vehicles.
- 2006 – 2008 Porsche / Audi Nashua, NH  
**Lot Manager**
- Responsible for performing quality inspection on the entire vehicle inventory and organized the inventory for display.
  - Documented and photographed transportation damage on new vehicle inventory.
  - Accountable for taking pictures of the used car inventory and uploading the images to the website.
  - Became proficient in dealer swaps, signing of contracts and delivery of client vehicles.
- 2001 – 2006 Auto Fair Honda Manchester, NH  
**Lot Attendant**
- Promoted in 2004. Responsible for performing quality inspection on the new vehicle inventory and organizing the inventory for display.
  - Documented transportation damage on new vehicle arrivals.
- Auto Recondition Specialist**
- Cleaned vehicles for a high volume Honda dealership while paying close attention to detail.

**References** Available Upon Request



- Organizing all payroll materials to be mailed.

2010 – 2011

Inside Sales/Receptionist, High Speed Technologies

- Answering and filtering incoming calls
- Making Service related calls to potential customers
- Mailing and emailing literature of services
- Internet research, ACT, and QuickBooks knowledge

1997 – 2010

Customer Service Representative III, City of Manchester, Tax Office

- As per New Hampshire laws processing motor vehicles registrations and titles.
- Collection of Real Estate Tax
- Knowledge of liens
- Daily balancing of cash drawer

# MICHAEL MUZZY

## 1998 - Present

- Good News Garage – Ascentria Care Alliance VT, NH, MA, CT
- Director of Operations 2007-present
  - VT Program Director 2005-2007
  - Program Manager 2000-2005
  - Interim Garage Manager 2000
  - ASE certified Master Automotive Technician 1998-2000

## 1980 - 1998 Automotive industry employment

Goss Dodge - Burlington, VT

- ASE certified Master Automotive Technician

Lewis Motors - Burlington, VT

- ASE certified Master Automotive Technician

Noyes Automotive - Burlington VT

- Service Manager – Managed 9 bay facility, created work dispatch system.

Brassard Automotive - Essex Jct VT (d.b.a. Midas)

- Assistant Service Manager, auto Technician.

Alignatech - Milton VT

- Managed all administrative duties for a small repair garage including payroll, billing, receivables, accounts payable, tax payments and cash management.

Brassard Automotive - So. Burlington VT (d.b.a. Midas)

- Assistant Service Manager, auto Technician.

Shelburne Citgo / Malletts Bay Citgo - Shelburne, Colchester VT

- Auto Technician, Shop manager

## Education

Champlain College

- A.S. Data processing / Computer Programming

Rice Memorial H.S.

## **Cameron J. White**

**4/2012-Current**                      **Good News Garage**                      **Manchester, N.H.**  
**Assistant Vehicle Processor**

At Good News Garage, I help process vehicle donations and walk donors through the process of donating their cars and signing titles over. In addition I also help evaluate cars that can potentially be program cars for our contracts. I am also responsible for handling customer complaints and comeback repairs.

**Program Manager**                      **Bob Buckley**                      **603-669-6937**

**11/2010-4/2012**                      **Gunstock Mountain Resort**                      **Gilford, N.H.**  
**Lift Attendant**

Assisted customers with loading and unloading from chairlift, as well as what measures should be taken should an emergency situation arise. I was also trained to start and stop the chairlift from all locations, as well as performing routine service stops. We would also set up proper controls for lift line management.

**Supervisor**                                      **Colleen Landry**                      **603-293-4341**

**4/2011-8/2011**                      **Starving Artists Movers**                      **Concord, N.H.**  
**Mover/Packer**

I worked for Starving Artists Movers in the non-winter months from Gunstock Mountain Resort, I was responsible for working with a small crew of movers and we would help customers move furniture, boxes and office equipment. We did both residential and commercial moves; in addition to moving I was also a packer and we would pack entire homes and businesses and then help them relocate.

**Supervisor**                                      **Chris Babbitt**                      **603-228-5665**

**2/2008-6/2010**                      **Miller Auto Group, Autoserv Family of Dealerships**  
**Seacoast Mazda**  
**Sales Consultant**

Assisted customers with purchase and leasing options for new and used vehicles. I was also responsible for demonstrating vehicle functions, features and benefits, as well as ensuring customer satisfaction before during and after the sale.

**Supervisor**                                      **Dennis Damiano**                      **603-448-7002**  
**Supervisor**                                      **Rajat Bhattacharya**                      **603-536-5400**  
**Supervisor**                                      **John Dunkle**                      **603-842-0652**

**9/2007-2/2008**                      **Chimney Restoration Group**                      **Loudon, N.H.**  
**Mason/Chimney Technician**

Cleaning of toxic materials from chimneys, removing fire damaged clay tiles to suit stainless steel liner systems, repairing and rebuilding exterior and interior of chimneys.

**Owner Timothy Therrien 603-545-1505**

**4/2007-8/2007**

**LL&S Inc.**

**Salem, N.H.**

**Laborer**

Cleaning and general maintenance of grinding mill and other duties as requested. Also while at this job I gained experience on a small Caterpillar/Bobcat style skid-steer.

**On-Site Foreman Eddie Mechado 603-893-1607**

**12/2006-4/2007**

**McLane Northeast**

**Hopkinton, N.H.**

**Truck Loader**

Checking quality control of product before it was loaded into the trailer and also ensuring the stops were loaded in the correct order for driver and customer satisfaction.

**Human Resource Director Jenn Telesco 603-748-8000**

**6/2003-12/2006**

**Sanel Auto Parts**

**Concord, N.H.**

**Parts Puller/Delivery Driver**

Delivery of auto body, car and heavy truck parts to repair shops in the greater Concord area. Great knowledge of auto body, car and heavy truck parts. Also responsible for pulling in-store orders and maintaining 100% customer satisfaction.

**Supervisor Gary Elliot 603-225-4100**

**1999-2003**

**Riverside Veterinary Hospital Boscawen, N.H.**

**Kennel Attendant**

During my 4 years of high school I worked part time at Riverside. My job entailed cleaning all hospital, grooming and daycare kennels, as well as walking and exercising clients animals. I was also responsible for making sure the daycare dogs were grouped properly together according to temperament.

**Dr. Brad Taylor 603-753-9834**

**Dr. Jen Sula and Dr. Matt Mason 603-648-2447**

**On a side note, Dr. Sula and Dr. Mason were former partners of Riverside Veterinary Hospital, but have since opened their own practice; Blackwater Veterinary Clinic and are also my current veterinarians.\***

#### **Education**

**High School Diploma**

**1999-2003**

**Merrimack Valley High School**

**Penacook, N.H.**

I graduated from Merrimack Valley High School in 2003 and during my last year two years I participated in an automotive technology program at the Concord Regional Technology center. During my first year I rebuilt a small-block Chevrolet V-8 engine. During the second year we diagnostic analysis and repair work on customer, student and staff vehicles. This program greatly broadened my knowledge of vehicles and further fueled my passion for them.

## Susan K. Swain

### **Marketing and Communications Manager – Ascentria Care Alliance/Good News Garage**

Manchester, New Hampshire

September 2007 - present

#### **Marketing**

- Produced and implemented marketing plan to promote and brand Good News Garage and Ascentria throughout New England
- Managed marketing budget including negotiating and managing contracts for paid advertising
- Analyzed marketing data to maximize return on advertising dollars
- Created presentations and booth displays for events, expos and speeches
- Worked to promote Good News Garage and Ascentria through social media outlets
- Led all marketing efforts including press releases, public service announcements, posters, articles, mailing distribution list, web page updates, cable TV postings, media requests, etc.

#### **Development**

- Contributed to a significant increase in car donations from previous year
- Researched and applied for grants to increase GNG programs and JumpStart funds
- Initiated and participated in *Cars for a Cause Benefit Car Show* sponsored by a local business
- Initiated outreach efforts to car dealerships, businesses, churches, and community organizations to increase Good News Garage awareness, car donations and financial giving

#### **Community Outreach and Volunteers**

- Initiated dialogue and cooperative efforts with churches and local agencies including NH Housing, Manchester Community Resource Center, Catholic Charities, Manchester School of Technology, etc.
- Recruited and managed all volunteer efforts
- Promoted Good News Garage through local professional societies

### **Executive Director- Dress For Success New Hampshire**

Concord, New Hampshire

February 2006 - June 2007

As the only staff member, directed statewide non-profit organization from a home office. Dress for Success NH was a Concord-based non-profit that annually served ~ 300 disadvantaged women.

#### **Event Planning/Fundraising**

- Assisted board with all events including designing invitations, developing PR packets for corporate sponsors, working with host venues, designing decorations, programs and tickets, etc.
- Designed, authored and produced first DFS newsletter, *The Clothes Press*, which was mailed to over 1,200 volunteers, businesses and community supporters
- Created comprehensive mailing database to include all Dress for Success supporters
- Organized events at the shop for visiting dignitaries

### **Board of Directors and Dress for Success Worldwide Relations**

- Reported directly to the Dress for Success NH Board of Directors and was the liaison to the Dress for Success Worldwide organization
- Prepared monthly Executive Director reports and attended all Board meetings
- Kept the local Dress for Success affiliate in compliance with international guidelines
- Prepared and submitted annual report to Worldwide organization and attended annual conference

### **Director of Alumni Relations- Nashua Community College**

Nashua, New Hampshire

March 2002 - June 2003

- Initiated and authored the charter to create the Alumni Association
- Established an Alumni Association Board of Directors, held officer elections, organized and facilitated all meetings
- Coordinated all fundraising and social events for the Alumni Association
- Produced promotional items, brochures, and mailings to advertise and grow the Association
- Organized the annual graduation dinner

### **Public Relations Consultant- Department of Environmental Services**

Germantown, Tennessee

February 1994 - April 1998

### **County Planner- Montgomery County Planning Department**

Christiansburg, Virginia

August 1987 - March 1992

**Education:** B.A. Urban Affairs and Planning, August 1987

Minor: Political Science

Virginia Tech, Blacksburg, Virginia

### **Volunteer Positions:**

SPARC, Nashua, NH (2012)

- Advisory board member

Bedford Presbyterian Church, Bedford, New Hampshire (1998 – present)

- Active member of Mission Committee, Nominating Committee and Board of Deacons
- Chairperson of Vacation Church School and various fundraising efforts

Families in Transition, Manchester, New Hampshire (2000-2001)

- Provided assistance to literacy and youth programs
- Received Governor's Citation for volunteer efforts

**CONTRACTOR NAME**  
**Good News Garage – LSS Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Britny Beebe	Admin Asst. / Client Coordinator	\$24,960.00	63%	\$15,823.00
Robert Buckley	Program Manager	\$49,997.00	68%	\$34,367.00
Nicholas Lantagne	Vehicle Processor	\$31,200.00	70%	\$22,045.00
Olga Roy	Admins Asst. / Client Coordinator	\$29,120.00	64%	\$18,836.00
Michael Muzzy	Director Of Operations	\$72,000.00	17%	\$12,718.00
Cameron White	Vehicle Processor	\$27,040.00	63%	\$15,823.00



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9330 1-800-852-3345 Ext. 9330  
 FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas  
 Commissioner

Terry R. Smith  
 Director

April 3, 2013

**G&C Approved**

Date 5/1/13  
 Item # 37A

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Family Assistance to enter into a contract with Good News Garage – LSS, Inc, 14 E. Worcester Street, Ste.300, Worcester, Massachusetts, 01604 (Vendor #174439) in an amount not to exceed \$794,700.00, for the purpose of providing affordable car ownership opportunities to low income individuals, effective July 1, 2013, or date of Governor and Council approval, which ever is later, through June 30, 2015. Funds are anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from the Governor and Executive Council.

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

State Fiscal Year	Class/Object	Class Title	Current Modified Budget
2014	102-500734	Contracts for Program Services	\$397,350.00
2015	102-500734	Contracts for Program Services	\$397,350.00
Total			\$794,700.00

**EXPLANATION**

This Requested action is to provide reliable vehicle ownership opportunities through Good News Garage – LSS, Inc. for recipients of Temporary Assistance to Needy Families. Reliable transportation is a necessity for individuals to successfully seek, obtain and maintain employment as they transition from welfare to work. For many individuals making the transition from welfare to work, public transportation is not available and purchasing a car is beyond their means. Good News Garage – LSS, Inc. promotes, through advertising and marketing efforts, the donation of vehicles to the program by companies and individuals. These donated vehicles are repaired to a state of road-worthiness and made available for donation to current Temporary Assistance to Needy Families participants who are not able to support a vehicle loan.

Good News Garage – LSS, Inc. has provided transportation options for the Division of Family Assistance since January 2006. Through this contract Good News Garage – LSS, Inc. will provide a total of 180 reliable vehicles to Temporary Assistance to Need Families cash assistance recipients who are actively participating in the New Hampshire Employment Program. Additionally, as authorized through RSA 167:86 and He-W 699:05(k), the Division of Family Assistance provides further support to the recipient by assisting with the cost of vehicle registration and insurance, and through mileage reimbursement for actual miles traveled to engage in work or work related activities.

Should Governor and Council not approve this award there is an increased likelihood that, for those recipients that have closed TANF cash, they may need to reapply for assistance, due to a lack of reliable transportation and failure to retain gainful, unsubsidized employment.

Good News Garage – LSS, Inc. was selected for this contract through a competitive bid process. On September 19, 2012 the Division of Family Assistance issued a Request For Proposals #13-DFA-BWW-TO-04 to solicit proposals for transportation options. This Request for Proposal was available on the Department of Health and Human Services Website from September 19, 2012 through December 12, 2012. A bidders conference was not held. One (1) vendor, Good News Garage – LSS, Inc., submitted a proposal on December 11, 2012.

An experienced evaluation team consisting of three (3) Department of Health and Human Services employees with knowledge of the program requirements; knowledge of business and financial management; and an understanding of the State Revised Statutes Annotated, Administrative Rules and the Division of Family Assistance policy governing the operation of the New Hampshire Employment Program. The attached bid summary identifies the evaluators and their scoring of the proposal. Good News Garage – LSS, Inc. scored 921.6 points out of 1000 points.

The Request for Proposal contains a provision to extend this award for two, two-year periods. Extensions are contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

Performance measures will be reviewed quarterly and will be based on the following benchmarks:

- 80% of the participants who receive a vehicle through this program report they have improved ability to retain employment and achieve self-sufficiency because they received a vehicle that meets their family's transportation needs.
- 80% of the participants who receive educational services through this program on proper vehicle maintenance and early recognition of vehicle repair needs, report they feel better prepared to achieve and maintain self sufficiency because they have an improved understanding of vehicle ownership and maintenance responsibilities.
- 80% of the participants who receive a vehicle through this program report their vehicle operated well and without repairs throughout the program's warranty period.

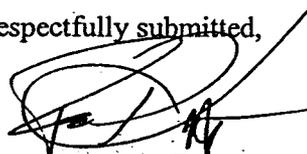
Area served: Statewide.

Source of Funds: 42% Federal Funds, 58% General Funds.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 3, 2013  
Page 3 of 3

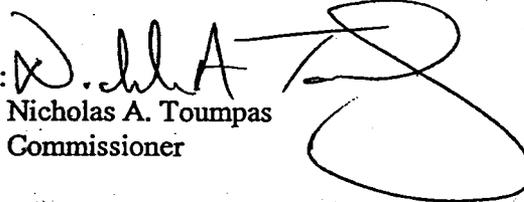
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith, Director  
Division of Family Assistance

Approved by:



Nicholas A. Toumpas  
Commissioner



Bid Summary RFP # 13-DFA-BWW-TO-04

In accordance with NH RSA 21-I:22-a and NH RSA 21-I:22-b, Requests for Proposals Section 3, Evaluation of the Proposals, detailing the following phases for evaluation to be considered for this proposal.

<b>Evaluation Phase</b>	<b>Weight/Maximum Points</b>	<b>Good News Garage-LSS, Inc.</b>
I – Evaluation of Minimum Requirement	Pass/Fail	Pass
II – Corp. Organization and Project Staff	20% 200 points	176.6
III – Scope of Work	50% 500 points	476.6
IV – Cost Proposal	30% 300 points	268
Total Score	100% 1,000 points	921.6

**Evaluation Team:**

1. Kathy Ingle, Office of Business Operations, Administrator III.
2. Gene Patnode, Division of Family Assistance, Business & Industry Coordinator.
3. Janine Lesser, Division of Family Assistance, Program Operations Unit, TANF/Child Care Program Specialist IV.



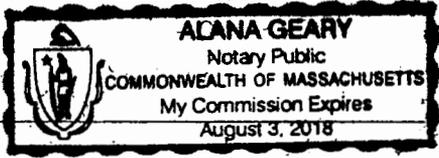
Subject: Good News Garage-Lss, Inc.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Good News Garage - LSS, Inc		1.4 Contractor Address 14 E. Worcester Street, Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number 774-243-3932	1.6 Account Number 102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$794,700.00
1.9 Contracting Officer for State Agency Mary F. Miller		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory <i>Angela Bovill, Pres/CEO</i>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>4/13/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Alana Geary</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Alana Geary, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Terry R. Smith, 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: <i>Jeanne P. Herrick</i> <i>Jeanne P. Herrick, Attorney</i> On: <i>17 April 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**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: 4/3/13

**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 attached and are incorporated herein by reference. Each

Contractor Initials:   
Date: 4/3/13

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: 4/3/13

## Certificate of Vote

I, Alana Geary, Clerk of the Good News Garage - LSS, Inc., do hereby certify that:

- (1) I am the duly elected and acting Clerk of Good News Garage - LSS, Inc., a Vermont corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held via mail vote on or about the 21<sup>st</sup> of March, 2013 which meeting was duly held in accordance with Vermont law and the by-laws of the Corporation:

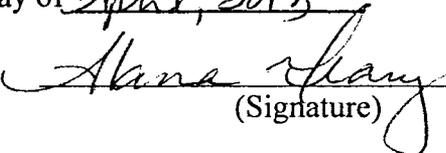
**RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for an on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;**

**RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby.**

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

<u>Angela Bovill</u>	President
<u>Lisa Cohen</u>	Executive Vice President
<u>Nick Russo</u>	Treasurer
<u>Alana Geary</u>	Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Corporation and have affixed its corporate seal this 3<sup>rd</sup> day of April, 2013

  
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 3<sup>rd</sup> day of April 2013, before me, Alana Leahy, the  
(Notary)

undersigned officer, personally appeared clerk, who acknowledge  
(Title)

her/himself to be the clerk, of Good News Garage  
(Title) (Name of Corporation)

a corporation, and that she/he, as such clerk being authorized to  
(Title)

do so, executed the foregoing instrument for the purposes therein contained, by signing the name  
of the corporation by her/himself as clerk  
(Title)

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

Deborah Cistoldi  
Notary Public/Justice of the Peace

My Commission expires \_\_\_\_\_



## II. Program Referral Guidelines

- A. Individuals to be served by the Transportation Options Program will be low-income adults and teenage parents who are eligible for TANF, which includes Temporary Assistance for Needy Families (TANF), Families With Older Children (FOD), and Interim Disabled Parent (IDP) programs, prior TANF recipients that previously participated in the NHEP within 60 days of having closed TANF Cash and who have a demonstrated need for services to remove transportation barriers to work participation or to maintaining employment.
1. The contractor will receive thirty (30) referrals per month for individuals needing a donated vehicle, from which one hundred and eighty 180 will be chosen for delivery of one of 180 vehicles during the contract period; and
  2. NHEP Employment Counselor Specialists (ECS) or the DFA State Office staff will refer eligible NHEP participants to the Transportation Options Program.
- B. The DFA staff will verify that NHEP participants referred to the Transportation Options Program meet the following requirements:
1. Has a valid New Hampshire driver's license;
  2. Is currently open for TANF cash assistance;
  3. Is actively participating in an approved NHEP activity;
  4. Is meeting minimum NHEP participation requirements;
  5. Is not currently in noncompliance or sanction status; and
  6. Has demonstrated continued compliance with program and hourly requirements and is in current compliance with program requirements at the time of potential receipt of car.

## III. Direct Service Requirements:

- A. All services will be provided without cost to referred participants except for:
1. Vehicle ownership costs such as registration, title transfer, and insurance; and
  2. Repairs to participant-owned vehicles.
- B. The following minimum requirements must be met for the services offered under restoration of donated vehicles for delivery at no cost to TANF recipients participating in the NHEP through the DFA:
1. The Contractor will actively market and promote the donation of vehicles to this program;
  2. The Contractor is required to deliver a total of one hundred eighty (180) vehicles during the contract period;
    - a. The Contractor will provide delivery of ninety vehicles during each year of the contract period (Year 1 equals July 1, 2013 through June 30, 2014, and Year 2 equals July 1, 2014 through June 30, 2015).
  3. The Contractor will ensure that all vehicles delivered to participants meet or exceed the New Hampshire motor vehicle inspection requirements and will provide the mandatory inspection document as evidence thereto;

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: March 20, 2013

CONTRACT PERIOD: July 1, 2013 through June 30, 2015 or the date of Governor & Council approval, whichever is later.

CONTRACTOR:

NAME: Good News Garage-LSS, Inc.

ADDRESS: 14 E. Worcester St., Suite 300

Worcester, MA 01604

TELEPHONE: 774-243-3932

PRESIDENT: Angela Bovill

I. General Terms and Conditions:

A. The New Hampshire Employment Program Transportation Options Program will:

1. Provide restoration of donated vehicles for delivery at no cost to Temporary Assistance to Needy Families (TANF) recipients participating in the New Hampshire Employment Program (NHEP) and/or prior TANF recipients that previously participated in the NHEP within 60 days of having closed TANF Cash through the Division of Family Assistance (DFA); and
2. Provide education to the New Hampshire Employment Program participants on proper vehicle maintenance and repair to preserve the life of the vehicle.

B. The contractor will provide services on a statewide basis to New Hampshire Employment Program participants who must achieve mandatory work participation requirements. For the New Hampshire Employment Program participants, transportation is a significant barrier to achieving work participation requirements.

C. This contract contains a provision to extend this award for two, two-year periods. Extensions are contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

4. The Contractor will warranty in writing for 30 days or 1,500 miles, whichever comes last, the road worthiness of vehicles delivered to participants;
  5. The Contractor will work jointly with the DFA to update and adapt the existing client application process and related forms to best serve the needs of eligible families as well as the DFA and the Contractor; and
  6. The Contractor will develop a method for tracking the referral of participants and manage a vehicle waiting list that will be submitted monthly to the Welfare to Work (WTW) Bureau Chief.
  7. The Contractor will seek prior approval from the WTW Bureau Chief prior to accepting a referral on a TANF client that has previously received a donated vehicle within twenty-four (24) months of the last vehicle awarded.
- C. The following minimum requirements must be met for the services offered under education on proper vehicle maintenance and repair to preserve the life of the vehicle to NHEP participants:
1. The Contractor is required to provide vehicle specific information to referred participants on the type and frequency of maintenance to be performed on the donated vehicle to preserve the life of the vehicle; and
  2. The Contractor will provide, to any referred participants, general information on early recognition of vehicle problems, including consequences of continued use of the vehicle without addressing the suspected problem, and normal vehicle maintenance and repair to preserve the life of the vehicle.
- D. The Contractor and the DFA will jointly develop a client application process and related forms and manage the wait list.
- E. The Contractor will develop program information such as brochures, business cards and a brief description of available services for distribution at NHEP orientations and combined service location sites.
- F. The Contractor will participate in meetings with local NHEP staff and the DFA State Office staff to plan, inform or improve services under the contract, and participate in NHEP orientations or other contracted program service initiations to inform TANF recipients of the services available under the contract.

#### IV. Contract Staff:

- A. All staff, including any contracted service provider, is required to agree to and sign the Statement of Confidentiality (see Attachment A of this contract).
- B. The contractor must provide a staff assigned to this program that shall meet the following requirements:
  1. A program director who shall have the following duties:
    - a. Provide contract development, negotiations and service monitoring;
    - b. Provide initial and on-going training and supervision of contract personnel on NHEP requirements, procedures and program evaluation;

- c. Support and coordinate the participant referral process and delivery of services statewide;
  - d. Perform any necessary motor vehicle records investigations to verify the validity of participants' driver's license and to ascertain that there are no known vehicles available to referred participants; and
  - e. Submit performance and service reports as identified this contract.
2. A sufficient number of direct service staff that will perform the requirements identified in the contract.
  3. The contractor will identify the number of staff required, the duties to be assigned to the identified staff, and identify by notation any contracted staff to be utilized in delivery of the program services.
  4. Staff will have a demonstrated ability to effectively work with people with no or limited-English proficiency; understand the concepts of cultural competency; and promote effective cultural integration as part of this service.

#### V. Evaluation of Program Effectiveness

- A. The contractor, in conjunction with the DFA, must develop an evaluation plan to measure the following outcomes of the program that includes but is not limited to:
  1. 100% of the participants who received a vehicle, through this program, reported they have improved ability to retain employment and achieve self sufficiency because they received a vehicle that meets their family's transportation needs;
  2. 100% of the participants who received educational services, through this program, on proper vehicle maintenance and early recognition of vehicle repair needs, reported they feel better prepared to achieve and maintain self sufficiency because they have an improved understanding of vehicle ownership and maintenance responsibilities; and
  3. 100% of the participants who received a vehicle, through this program, reported their vehicle operated well and without repairs throughout the program's required warranty period.
- B. The Contractor must demonstrate achievement of the above outcomes on at least an annual basis and no more frequently than a quarterly basis. In the event an outcome target is not reached, the Contractor shall provide the DFA with a detailed plan for corrective action within thirty (30) days. Corrective action plans shall be subject to the DFA approval. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory contractor performance. The DFA reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory contractor performance.

#### VI. Reporting Requirements

- A. The contractor is required to provide the following reports monthly with year-to-date totals:
  1. The number of referrals received and source of referral.
    - a. Source of referral is defined as the NHEP Counselor Specialist and the DFA State Office staff.

2. The number of restored vehicles delivered to participants reported by source of referral.
3. The average costs of repairs for donated vehicles provided to TANF clients. The contractor must provide a monthly, detailed report that provides the current tracking status of participant referrals for donated vehicles. The information to be reported is:
  - a. Name of the referred participant;
  - b. RID #;
  - c. Date of referral for restored vehicle;
  - d. Name of the referring NHEP ECS or DFA State Office staff; and
  - e. Current status of vehicle delivery.
- B. The contractor must provide a monthly report of vehicles delivered to referred participants that includes:
  1. Name, address and or RID of the individual to whom a vehicle is delivered;
  2. Date of vehicle delivery;
  3. Name of the referring NHEP Employment Counselor Specialist or the DFA State Office staff; and
  4. The make, model, year of manufacture, odometer reading and vehicle identification number of vehicle delivered.
- C. A report of the outcomes for recipients of these cars.
- D. The contractor must provide a quarterly report of actual revenue and expense realized in the operation of the program.
- E. The DFA reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments improve the documentation of program services and outcomes.

**ATTACHMENT A**

**Division of Family Assistance  
Statement of Confidentiality**

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Health and Human Services (DHHS), including agencies under contract with DHHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past recipient of assistance from any Departmental program is considered confidential information. Information about a client may be shared among staff of DHHS (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services; this may include programs administered by other divisions such as DCYF or DCSS.

No information is to be shared outside of DHHS (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DHHS shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

I, Angela Borrell, have read and understand this statement and agree to abide by it.  
(print name)

[Signature]  
Signature

4/3/13  
Date

BWG - Lutheran Social Services, Inc  
Organization

**EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT**

**Contractor:** Good News Garage-LSS, Inc.

**Contract Period:** July 1, 2013 through June 30, 2015 or date of Governor & Council approval, whichever is later.

**I. Funding of Contract**

- A. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount of \$794,700.00.
- B. Subject to the contractor's compliance with the terms and conditions of this Contract, and for services provided to eligible individuals, the Division of Family Assistance shall reimburse Good News Garage up to a maximum total payment of \$794,700.00
- C. The Contractor will provide ninety (90) donated vehicles to eligible families during the period of July 1, 2013 through June 30, 2014, and an additional ninety (90) vehicles to eligible families during the period of July 1, 2014 through June 30, 2015, for a total of 180 vehicles to eligible families for the total length of this contract.
- D. Upon receipt of monthly invoices, the Division of Family Assistance shall reimburse the Contractor at a rate of \$4,415.00 per vehicle delivered, when:
  1. Invoices submitted for reimbursement are within thirty (30) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to DFA no later than sixty (60) days after the completion date of this Contract. Failure to submit the final invoice by that date may result in non-payment.
  2. Payment will be made by DFA subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performances of the services.
  3. Payments may be withheld pending receipt of required reports as defined in Exhibit A, Scope of Service.
- E. The contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval by the Division of Family Assistance.
- F. Invoices shall be submitted to the Division of Family Assistance within thirty (30) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the Division of Family Assistance no later than sixty (60) days after the completion date of this contract.

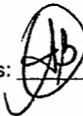
G. Invoices shall be sent to:

Financial Administrator  
Department of Health & Human Services  
Division of Family Assistance  
129 Pleasant Street  
Concord, NH 03301

- H. There shall be no financial costs incurred by DFA for any services or related resources that are otherwise available from Good News - Garage - LSS, Inc. on a non-reimbursable basis.
- I. There will be no additional cost billed to the eligible family receiving the vehicle for the vehicle preparation or repairs needed to make the vehicle road-worthy.
- J. The only cost to the family receiving the vehicle will be vehicle ownership costs such as registration, title transfer, and insurance.

Contractor Initials:

Date: 4/3/13



**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Good News Garage-LSS, Inc

Budget Request for: 13-DFA-BWW-TO-04

(Name of RFP)

Budget Period: 7/1/13 to 6/30/14 (SFY 14)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 150,194.00	\$ -	\$ 150,194.00	Wages/6 Staff members
2. Employee Benefits	\$ 30,038.00	\$ -	\$ 30,038.00	FICA/Dental/Health/LTD
3. Consultants	\$ -	\$ -	\$ -	Workers Comp.
4. Equipment:	\$ 3,000.00	\$ -	\$ 3,000.00	Equip Maint/Repair/Network Maint.
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 220,000.00	\$ -	\$ 220,000.00	Garage/Vehicle Expense/DMV
Purchase/Depreciation	\$ 3,466.00	\$ -	\$ 3,466.00	Equipment Lease/Depreciation
5. Supplies:	\$ 2,500.00	\$ -	\$ 2,500.00	Car Care Guide
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office (copying)	\$ -	\$ -	\$ -	
6. Travel	\$ 5,866.00	\$ -	\$ 5,866.00	Staff/Expense/Conference
7. Occupancy	\$ 24,750.00	\$ -	\$ 24,750.00	Rent/Utilities/Build. Maint.
8. Current Expenses	\$ 2,250.00	\$ -	\$ 2,250.00	Program Supplies
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	Land Line/Cell/Internet
Postage	\$ 3,641.00	\$ -	\$ 3,641.00	Client/Survey/Notification
Subscriptions	\$ 900.00	\$ -	\$ 900.00	Dues/Subs./Membership
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,200.00	\$ -	\$ 1,200.00	Liability Insurance
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 64,530.00	\$ -	\$ 64,530.00	Printing & Copying/Advertising
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 87,124.00	\$ 87,124.00	Total G/A Allocation, Central Office Support Financial/HR/Advancement
Revenue				
90 Delivered Units @ \$4,415.00	\$ -	\$ -	\$ 397,350.00	Program Units
288 Auction Units @ \$715.00	\$ -	\$ -	\$ 206,106.00	Donated units not fit for program
<b>TOTAL</b>	<b>\$ 516,335.00</b>	<b>\$ 87,124.00</b>	<b>\$ 603,459.00</b>	

Indirect As A Percent of Direct

14%

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Good News Garage-LSS, Inc

Budget Request for: 13-DFA-BWW-TO-04

(Name of RFP)

Budget Period: 7/1/14 to 6/30/15 (SFY 2015)

Line/Item	Direct		Total	Allocation Method for Indirect/Fixed Cost
	Incremental	Indirect - Fixed		
1. Total Salary/Wages	\$ 150,194.00	\$ -	\$ 150,194.00	Wages/6 staff members
2. Employee Benefits	\$ 30,038.00	\$ -	\$ 30,038.00	FICA/Dental/Health/LTD
3. Consultants	\$ -	\$ -	\$ -	Workers comp.
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 220,000.00	\$ -	\$ 220,000.00	Garage/Vehicle Expense/DMV
Purchase/Depreciation	\$ 3,466.00	\$ -	\$ 3,466.00	Equipment Lease/Depreciation
5. Supplies:	\$ 2,500.00	\$ -	\$ 2,500.00	Car Care Guide
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office (copying)	\$ -	\$ -	\$ -	
6. Travel	\$ 5,866.00	\$ -	\$ 5,866.00	Staff Travel/Expense/Conference
7. Occupancy	\$ 24,750.00	\$ -	\$ 24,750.00	Rent/Utilities/Buld.Maint.
8. Current Expenses	\$ 2,250.00	\$ -	\$ 2,250.00	Program Supplies
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	Land Line/Cell/Internet
Postage	\$ 3,641.00	\$ -	\$ 3,641.00	Clinet/Survey/Notification
Subscriptions	\$ 900.00	\$ -	\$ 900.00	Dues/Subs/Membership
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,200.00	\$ -	\$ 1,200.00	Liability Insurance
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 64,530.00	\$ -	\$ 64,530.00	Printing/Copying/Advertising
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 87,124.00	\$ 87,124.00	Total G/A Allocation, Central Office Support/Fiancial/HR/ Advancement
Revenue				
90 Delivered units @ \$4,415.00	\$ -	\$ -	\$ 397,350.00	Program Units
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<b>TOTAL</b>	<b>\$ 516,335.00</b>	<b>\$ 87,124.00</b>	<b>\$ 603,459.00</b>	

Indirect As A Percent of Direct

14%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Contractor Initials:   
Date: 4/3/13

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

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

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

9.1 **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

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

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

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

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

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

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

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-I**

**ADDITIONAL SPECIAL PROVISIONS**

1. The Department reserves the right to renew this contract for up to four additional years subject to continued availability of funds, satisfactory performance of services, and approval of contract renewal by the Governor and Executive Council.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

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

From: 7/1/2013 To: 6/30/2015

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(Contractor Name) (Period Covered by this Certification)

*Angela Bovill, President/CEO*

---

(Name & Title of Authorized Contractor Representative)

*[Signature]* 4/3/13

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(Contractor Representative Signature) (Date)

Contractor Initials: *[Signature]*  
 Date: *4/3/13*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
\*Temporary Assistance to Needy Families under Title IV-A
\*Child Support Enforcement Program under Title IV-D
\*Socia Services Block Grant Program under Title XX
\*Medicaid Program under Title XIX
\*Community Services Block Grant under Title VI
\*Child Care Development Block Grant under Title IV

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

[Signature]
(Contractor Representative Signature)

Angela Bovill, President/CEO
(Authorized Contractor Representative Name & Title)

GNG - Lutheran Social Services
(Contractor Name)

4/3/13
(Date)

Contractor Initials: [Signature]
Date: 4/3/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: AB

Date: 4/3/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: AB

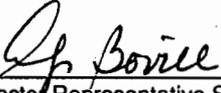
Date: 4/3/13

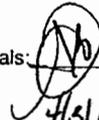
**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

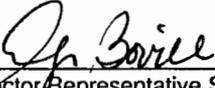
 (Contractor Representative Signature)	Angela Bovill, President + CEO (Authorized Contractor Representative Name & Title)
GNG - Lutheran Social Services (Contractor Name)	4/3/13 (Date)

Contractor Initials:   
 Date: 4/3/13

NH Department of Health and Human Services  
STANDARD EXHIBIT G  
CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 _____ (Contractor Representative Signature)	<i>Angela Bovill, President/CEO</i> _____ (Authorized Contractor Representative Name & Title)
<i>GNG - Lutheran Social Svcs</i> _____ (Contractor Name)	<i>4/3/13</i> _____ (Date)

Contractor Initials:   
Date: *4/3/13*