



10
mae

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES**

**Jeffrey A. Meyers
Commissioner**

**Maureen Ryan
Director**

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9546 1-800-852-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 9, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division of Family Assistance to enter into a **sole source** agreement with New Hampshire Catholic Charities d/b/a New Hampshire Food Bank (Vendor #177165 B003), 700 East Industrial Park Drive, Manchester NH 03109, to provide outreach activities and assistance to individuals regarding the Food Stamp Program, in an amount not to exceed \$19,867 effective upon Governor and Executive Council approval through September 30, 2017. 100% Federal Funds.

Funds to support this request are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget accounts with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-45-450010-61270000-102-500731 HEALTH AND SOCIAL SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

SFY	Class/Object	Class Title	Activity Number	Budget
2017	102-500731	Contracts for Program Services	45068005	\$13,244.68
2018	102-500731	Contracts for Program Services	45068005	\$6,622.32
			Total:	\$19,867.00

EXPLANATION

This agreement is **sole source** because the United States Department of Agriculture Food and Nutrition Service required the Department of Health and Human Services to designate a partner agency when submitting the Federal Fiscal Year 2017 Outreach Plan for funding. The New Hampshire Catholic Charities d/b/a the New Hampshire Food Bank was identified as the designee in the Federal Fiscal Year 2017 Outreach Plan.

The purpose of this request is to allow the New Hampshire Food Bank to perform food stamp outreach activities that include, but are not limited to, explaining the Food Stamp Program and providing technical assistance to individuals who wish to apply for food stamps on-line. The Food Stamp Outreach Coordinators will assist individuals with on-line Food Stamp applications at agencies that consistently encourage clients to use the online food stamp application service. Additionally, the Food Stamp Outreach Coordinators will assist the Department with outreach efforts to alert potential clients to the availability of the on-line food stamp application process. Further, the Food Stamp Outreach Coordinators will update the NH Food Bank website regularly with current information regarding the Food Stamp Program and application process.

Should Governor and Council not authorize this request, individuals who are eligible to receive food stamps may not benefit from nutrition and lifestyle educational opportunities available through the NH Food Bank, which are designed to improve the health and well-being of New Hampshire citizens. Further, many individuals could lose an opportunity to receive assistance with the on-line application process for food stamps, which may delay the receipt of much needed benefits.

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Maureen Ryan, Director
Office of Human Services

Approved By: 
Jeffrey A. Meyers
Commissioner

Subject: SNAP ED Food Stamp Outreach

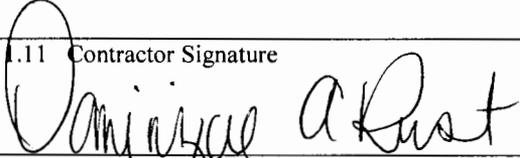
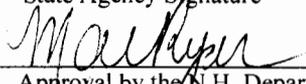
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Catholic Charities d/b/a New Hampshire Food Bank		1.4 Contractor Address 700 East Industrial Park Drive Manchester, NH 03109	
1.5 Contractor Phone Number (603) 669-9725	1.6 Account Number 05-95-45-450010-6127	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$19,867
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dominique A. Rost VP and COO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>01-06-2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace {Seal} 			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle L. Fastnacht <div style="text-align: right; font-size: small;"> MICHELLE L. FASTNACHT, Notary Public State of New Hampshire My Commission Expires June 10, 2020 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director, OHS	
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) (if applicable) By:  On: <u>1/17/17</u> Megan A. York - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 I.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.



Scope of Services

1. Services to be Provided

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs/services within ten (10) days from the contract effective date.
- 1.2. The Contractor shall create two (2) part-time time Food Stamp Outreach Coordinator positions.
- 1.3. The Contractor shall ensure that Food Stamp Outreach Coordinators perform outreach activities as well as provide assistance to individuals with online food stamp applications. Activities and assistance shall include but are not limited to:
 - 1.3.1. Ensuring that the Contactor's website includes an up to date Food Stamp Outreach link that redirects users to:
 - 1.3.1.1. A working link to the New Hampshire EASY application; and
 - 1.3.1.2. A working link to the New Hampshire DHHS website.
 - 1.3.2. Collaborating with and assisting the Department with outreach efforts to alert potential clients to the availability of the on-line Food Stamp application.
 - 1.3.3. Assisting potential Food Stamp clients with the on-line Food Stamp application process as needed/requested.
 - 1.3.4. Providing individuals with instructions and guidance on how to apply for Food Stamps on-line.
- 1.4. The Contractor shall ensure that the Food Stamp Outreach Coordinators have an adequate number of Releases of Information available for applicants to complete in order that the Food Stamp Outreach Coordinators can discuss issues that the applicant/client has raised regarding his or her application and/or current Food Stamp benefits. The Contractor shall:
 - 1.4.1. Provide a copy of the Release of Information form used by the Food Stamp Outreach Coordinators to the Department.
 - 1.4.2. Ensure the Outreach Coordinators inform the Department of any issues raised by applicants/clients who do not agree to sign the Release of Information.
 - 1.4.3. Explain to applicants that refuse to sign the Release of Information that the Food Stamp Program Manager will not be able to address the applicant's issue until the Release of Information form is completed.
- 1.5. The Contractor shall ensure the Food Stamp Outreach Coordinators redirect current Food Stamp clients to contact the Client Services Center for concern or complaint resolution. In no instance shall the Outreach Coordinators attempt to resolve any issue raised by a client already receiving Food Stamp benefits.



- 1.6. The Contractor shall ensure the Food Stamp Outreach Coordinators spend the majority of their time in the field assisting individuals with the on-line Food Stamp applications at agencies that consistently encourage their clients apply for Food Stamps.
- 1.7. The Contractor shall ensure that the Outreach Coordinators are available at the Food Bank office, at specified times, to assist clients in the application process.
- 1.8. The Contractor shall ensure the New Hampshire Food Bank Program Manager and the Food Stamp Outreach Coordinators meet with the Department on a monthly basis in order to discuss topics that include, but are not limited to:
 - 1.8.1. Locations in which the Outreach Coordinators have had a presence in the field.
 - 1.8.2. Applications submitted and in progress that resulted from the Food Stamp Outreach Coordinators' work in the field and in the office
 - 1.8.3. Information regarding the location from where the application originated.
 - 1.8.4. Names of applicants for whom applications have been submitted so the Department can determine if applicants were/are eligible.
 - 1.8.5. Concerns or complaints from the Contractor and/or the Department.
 - 1.8.6. Names of individual applicants who have indicated a problem having access to benefits the applicant believes s/he is entitled to in order that the Department can investigate and ensure an error on the part of the Department has not occurred.

2. Reporting Requirements

- 2.1. The Contractor shall provide monthly reports with invoices submitted in accordance with Exhibit B, Method and Conditions Precedent to Payments. Reports shall include, but not be limited to:
 - 2.1.1. The total weekly hours worked for the month.
 - 2.1.2. The total weekly hours spent assisting individuals with on-line Food Stamp applications, by location.

3. Requirements of Delivery of Services

- 3.1. The Contractor shall provide a copy of the Release of Information form utilized in Section 1.4.1, above, to the Department within ten (10) days of the contract effective date.
- 3.2. The Contractor shall provide a monthly schedule for the Food Stamp Outreach Coordinators to the Department no later than the twenty-fifth (25th) day of the preceding month, in accordance with Sections 1.5 and 1.6, above.
- 3.3. The Contractor shall attend twelve (12) monthly meetings per contract period, as described in Section 1.8.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and shall be in accordance with Exhibit B-1 and Exhibit B-2.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #10.580, United States Department of Agriculture, Food and Nutrition Service, Supplemental Nutrition Assistance Program, Process and Technology Improvement Grants.
3. Invoices must be submitted monthly within thirty (30) days of the end of the previous month, with in-kind match funds documented. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
4. Invoices and reports specified in Exhibit A, Scope of Services, Section 2, Reporting Requirements must be submitted to:
 - 4.1 Attn: Financial Manager
Division of Family Assistance
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
5. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding Paragraph 18 of Form P37, General Provisions an amendment limited to the adjustment of budget line items within the price limitation can be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Catholic Charities db/Is New Hampshire Food Bank

Budget Request for: NH Food Bank SNAP Outreach Plan

Budget Period: Oct. 1, 2016 - June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 21,840.00	\$ -	\$ 10,920.00	\$ -	\$ 10,920.00	\$ -	\$ 10,920.00
2. Employee Benefits	\$ 1,563.00	\$ -	\$ 781.50	\$ -	\$ 781.50	\$ -	\$ 781.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,875.00	\$ -	\$ 937.50	\$ -	\$ 937.50	\$ -	\$ 937.50
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,260.00	\$ -	\$ 630.00	\$ -	\$ 630.00	\$ -	\$ 630.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,500.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Indirect expenses	\$ 1,667.50	\$ -	\$ 843.75	\$ -	\$ 843.75	\$ -	\$ 843.75
TOTAL	\$ 29,725.50	\$ -	\$ 14,862.75	\$ -	\$ 14,862.75	\$ -	\$ 14,862.75

6.0%

Indirect As A Percent of Direct

Date: 11/6/17
Contractor Initials: DM

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: New Hampshire Catholic Charities d/b/s New Hampshire Food Bank

Budget Request for: NH Food Bank SNAP Outreach Plan

Budget Period: July 1, 2017-September 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 7,280.00	\$ -	\$ 3,640.00	\$ -	\$ 3,640.00	\$ -	\$ 3,640.00
2. Employee Benefits	\$ 521.00	\$ -	\$ 260.50	\$ -	\$ 260.50	\$ -	\$ 260.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 726.74	\$ -	\$ 363.37	\$ -	\$ 363.37	\$ -	\$ 363.37
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 420.00	\$ -	\$ 210.00	\$ -	\$ 210.00	\$ -	\$ 210.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 560.76	\$ -	\$ 280.38	\$ -	\$ 280.38	\$ -	\$ 280.38
13. Indirect expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 10,008.50	\$ -	\$ 5,004.25	\$ -	\$ 5,004.25	\$ -	\$ 5,004.25

Indirect As A Percent of Direct 6.0%

Date: 1/17
Contractor Initials: DMZ



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;

DAB

1/6/17



- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

DMR

1/6/17



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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. 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;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. 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);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. 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;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

DMR

1/6/17



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. 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.

1/6/17
Date

Contractor Name:

Dominique A Rust
Name: Dominique A Rust
Title: VP+COO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

1/16/17
Date

Contractor Name:

Dominique A. Rust
Name: Dominique A. Rust
Title: VP + COO



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DHK

1/6/17



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.

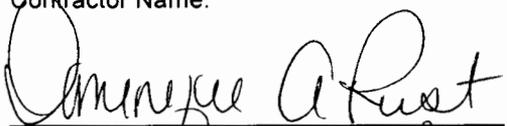
PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. 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;
 - 11.3. 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 (l)(b) of this certification; and
 - 11.4. 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.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. 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:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. 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).
14. 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.

1/6/17
Date

Contractor Name:

Name: Dominique A. Rust
Title: VP + COO

Contractor Initials DAR
Date 1/6/17



**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

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

Date



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.

1/6/17
Date

Contractor Name:
Dominique A. Rust
Name: Dominique A. Rust
Title: VP + COO

Exhibit G

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

Contractor Initials DR

Date 1/6/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

1/6/17
Date

Dominique A. Rust
Name: Dominique A. Rust
Title: VP+COO

Contractor Initials DR
Date 1/6/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Handwritten initials of the contractor, appearing to be 'DAR'.

Handwritten date, appearing to be '1/6/17'.



Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

APR
Date 1/6/17



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

 The State

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date

NH Catholic Charities DBA
 NH Food Bank

 Name of the Contractor

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative

 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

1/6/17
Date

Contractor Name:

Dominique A. Rust
Name: Dominique A. Rust
Title: VP + COO

Contractor Initials DR
Date 1/6/17



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 099369308
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

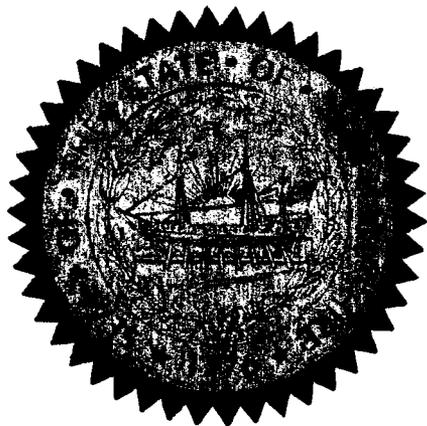
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 New Hampshire Catholic Charities is a New Hampshire nonprofit corporation formed March 7, 1946. 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 25th day of April A.D. 2016

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

William M. Gardner
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 11/21/2016 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
NEW HAMPSHIRE FOOD BANK	Legal

Trade Name - Domestic - Information

Business ID: 224188
Status: Active
Entity Creation Date: 1/16/1995
Principal Office Address: 215 Myrtle Street
 Manchester NH 03105
Principal Mailing Address: No Address
[Name Not Available] [Address Not Available]

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

CERTIFICATE OF VOTE

I, Thomas Blonski, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of New Hampshire Catholic Charities
(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 1, 2013:
(Date)

RESOLVED: That the VP and COO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6th day of January, 2017.
(Date Contract Signed)

4. Dominique A Rust is the duly elected VP and COO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Thomas Blonski
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of January 2017.

By Thomas Blonski
(Name of Elected Officer of the Agency)

Michelle L. Fastnacht
(Notary Public/Justice of the Peace)

MICHELLE L. FASTNACHT, Notary Public
State of New Hampshire
My Commission Expires June 10, 2020

Commission Expires: _____

New Hampshire Food Bank Mission Statement

The Mission of the New Hampshire Food Bank is to feed hungry people by soliciting and effectively distributing grocery products, perishable foods, and services through a statewide network of approved agencies; by advocating for systemic change; and by educating the public about the nature of, and solutions to, problems of hunger in New Hampshire.

NEW HAMPSHIRE FOOD BANK

MANCHESTER, NEW HAMPSHIRE

MARCH 31, 2016 AND 2015



INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
New Hampshire Catholic Charities
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the **New Hampshire Food Bank** which comprise the statements of financial position as of March 31, 2016 and 2015, and the related statements of activities, 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 organization'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 organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the New Hampshire Food Bank as of March 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Manchester, New Hampshire
August 29, 2016

Howe, Riley + Howe, P.C.

NEW HAMPSHIRE FOOD BANK
Statements of Financial Position
March 31, 2016 and 2015

ASSETS

	2016			2015		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
CURRENT ASSETS						
Cash and cash equivalents	1,195,759	600,244	1,796,003	499,458	316,529	815,987
Accounts receivable:						
Trade	105,918	-	105,918	100,177	-	100,177
Affiliates	1,236	-	1,236	-	-	-
Pledges receivable	27,262	-	27,262	32,441	-	32,441
Inventory	521,325	-	521,325	456,180	-	456,180
Prepaid expenses	17,308	-	17,308	13,072	-	13,072
Total current assets	1,868,808	600,244	2,469,052	1,101,328	316,529	1,417,857
FIXED ASSETS						
Leasehold improvements	30,477	-	30,477	30,477	-	30,477
Equipment and vehicles	1,116,477	-	1,116,477	1,056,764	-	1,056,764
Furniture and fixtures	63,212	-	63,212	63,212	-	63,212
	1,210,166	-	1,210,166	1,150,453	-	1,150,453
Less: accumulated depreciation	869,280	-	869,280	797,917	-	797,917
Fixed assets, net	340,886	-	340,886	352,536	-	352,536
Total	\$ 2,209,694	\$ 600,244	\$ 2,809,938	\$ 1,453,864	\$ 316,529	\$ 1,770,393

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable:						
Trade	143,466	-	143,466	58,984	-	58,984
Other	150,716	-	150,716	95,055	-	95,055
Affiliates	-	-	-	14,494	-	14,494
Accrued salaries and wages	138,626	-	138,626	47,924	-	47,924
Employee benefits payable	42,746	-	42,746	39,062	-	39,062
Total current liabilities	475,554	-	475,554	255,519	-	255,519

NET ASSETS

Unrestricted	1,734,140	-	1,734,140	1,198,345	-	1,198,345
Temporarily restricted	-	600,244	600,244	-	316,529	316,529
Total net assets	1,734,140	600,244	2,334,384	1,198,345	316,529	1,514,874
Total	\$ 2,209,694	\$ 600,244	\$ 2,809,938	\$ 1,453,864	\$ 316,529	\$ 1,770,393

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

NEW HAMPSHIRE FOOD BANK
Statements of Activities
For the Years Ended March 31, 2016 and 2015

	<u>2016</u>			<u>2015</u>		
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUE, GAINS AND OTHER SUPPORT:						
Annual appeal	15,525	-	15,525	33,044	-	33,044
Bequests, donations and fundraising	4,750,979	578,610	5,329,589	4,628,580	315,223	4,943,803
In-kind donations	18,947,025	-	18,947,025	17,673,239	-	17,673,239
Net assets released from restriction	294,895	(294,895)	-	203,884	(203,884)	-
Other	684,672	-	684,672	694,093	-	694,093
 Total revenue, gains and other support	 <u>24,693,096</u>	 <u>283,715</u>	 <u>24,976,811</u>	 <u>23,232,840</u>	 <u>111,339</u>	 <u>23,344,179</u>
EXPENSES:						
Program services	23,371,977	-	23,371,977	22,106,305	-	22,106,305
Fundraising	554,086	-	554,086	470,324	-	470,324
Support services	232,427	-	232,427	342,086	-	342,086
 Total expenses	 <u>24,158,490</u>	 <u>-</u>	 <u>24,158,490</u>	 <u>22,918,715</u>	 <u>-</u>	 <u>22,918,715</u>
INVESTMENT INCOME, net	1,189	-	1,189	1,011	-	1,011
CHANGE IN NET ASSETS	535,795	283,715	819,510	315,136	111,339	426,475
NET ASSETS - beginning of year	<u>1,198,345</u>	<u>316,529</u>	<u>1,514,874</u>	<u>883,209</u>	<u>205,190</u>	<u>1,088,399</u>
NET ASSETS - end of year	<u>\$ 1,734,140</u>	<u>\$ 600,244</u>	<u>\$ 2,334,384</u>	<u>\$ 1,198,345</u>	<u>\$ 316,529</u>	<u>\$ 1,514,874</u>

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

NEW HAMPSHIRE FOOD BANK
Statements of Functional Expenses

For the Years Ended March 31, 2016 and 2015

	2016			2015				
	Program Services	Fundraising	Support Services	Total	Program Services	Fundraising	Support Services	Total
Salaries and wages	1,018,203	335,384	182,843	1,536,430	961,144	305,383	268,575	1,535,102
Employee benefits	203,059	66,885	36,464	306,408	194,046	61,654	54,222	309,922
Payroll taxes	73,065	24,066	13,120	110,251	69,028	21,932	19,289	110,249
Professional fees	80,535	-	-	80,535	12,877	-	-	12,877
Fundraising costs	-	127,751	-	127,751	-	81,355	-	81,355
Other purchased services	122,540	-	-	122,540	73,605	-	-	73,605
Advertising and promotion	138,497	-	-	138,497	42,503	-	-	42,503
Recruiting advertising	1,307	-	-	1,307	-	-	-	-
Office supplies	14,267	-	-	14,267	9,506	-	-	9,506
Other supplies	70,342	-	-	70,342	36,570	-	-	36,570
Postage and shipping	241,027	-	-	241,027	184,561	-	-	184,561
Program materials	44,573	-	-	44,573	26,724	-	-	26,724
Printing	190,290	-	-	190,290	259,500	-	-	259,500
Telephone	8,723	-	-	8,723	9,511	-	-	9,511
Dues and subscriptions	9,899	-	-	9,899	9,714	-	-	9,714
Information technology	44,289	-	-	44,289	58,112	-	-	58,112
Rent and occupancy costs	475,977	-	-	475,977	542,340	-	-	542,340
Equipment maintenance, repair and rentals	107,825	-	-	107,825	50,121	-	-	50,121
Travel	56,753	-	-	56,753	75,160	-	-	75,160
Hospitality	2,280	-	-	2,280	282	-	-	282
Conferences and meetings	16,488	-	-	16,488	17,796	-	-	17,796
Interest	-	-	-	-	1	-	-	1
Depreciation	78,863	-	-	78,863	85,918	-	-	85,918
Insurance	49,922	-	-	49,922	49,224	-	-	49,224
Miscellaneous	31,765	-	-	31,765	43,940	-	-	43,940
Grants and awards	45,083	-	-	45,083	74	-	-	74
Food purchases and vending	1,160,626	-	-	1,160,626	1,291,686	-	-	1,291,686
Food donations	18,863,861	-	-	18,863,861	17,710,138	-	-	17,710,138
Administration costs	182,646	-	-	182,646	263,093	-	-	263,093
Bank service charges	39,272	-	-	39,272	29,131	-	-	29,131
Total expenses	\$ 23,371,977	\$ 554,086	\$ 232,427	\$ 24,158,490	\$ 22,106,305	\$ 470,324	\$ 342,086	\$ 22,918,715

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

NEW HAMPSHIRE FOOD BANK
Statements of Cash Flows
For the Years Ended March 31, 2016 and 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	819,510	426,475
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	78,863	85,918
Food donations received	(18,929,006)	(17,610,395)
Food donations distributed	18,863,861	17,710,138
Decrease (increase) in:		
Accounts receivable	(6,977)	16,594
Pledges receivable	5,179	19,890
Prepaid expenses	(4,236)	1,546
Increase (decrease) in:		
Accounts payable and accrued expenses	220,035	(77,952)
Net cash provided by operating activities	1,047,229	572,214
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of fixed assets	(67,213)	(56,868)
NET INCREASE IN CASH AND CASH EQUIVALENTS	980,016	515,346
CASH AND CASH EQUIVALENTS - beginning of year	815,987	300,641
CASH AND CASH EQUIVALENTS - end of year	\$ 1,796,003	\$ 815,987

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

NEW HAMPSHIRE FOOD BANK
Notes to Financial Statements
March 31, 2016 and 2015

Note 1 - Summary of Significant Accounting Policies

The New Hampshire Food Bank ("the Food Bank") is a program of New Hampshire Catholic Charities ("Catholic Charities") which is a non-profit organization providing health and social service programs to individuals throughout the State of New Hampshire. Under the umbrella of Catholic Charities, the Food Bank receives a significant amount of support from the organization in the form of operational oversight, human resources, accounting, information technology and data processing services. The Food Bank distributes food to more than 400 non-profit food agencies throughout New Hampshire. It receives food donations through community food drives, local farmers, grocery stores and wholesalers, and purchases food for distribution across the state. The Food Bank has also developed wide-reaching programs to serve and educate their registered agencies and poor and vulnerable residents throughout the state.

The accompanying financial statements reflect the application of the accounting policies described in this note.

(A) Basis of Presentation

The accompanying financial statements are prepared on the accrual basis of accounting. In accordance with accounting principles generally accepted in the United States of America, the Food Bank reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

(B) Accounting Estimates

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

(C) Cash and Cash Equivalents

The Food Bank considers certificates of deposit and other highly liquid debt instruments with a maturity of three months or less from the date of purchase to be cash equivalents.

Catholic Charities maintains a centralized operating account which receives and disburses cash of all of its wholly-owned agencies and funds. This account had a balance of \$12,661,250 and \$10,901,007 at March 31, 2016 and 2015, respectively, of which \$1,694,203 and \$731,269 represents the Food Bank's portion at March 31, 2016 and 2015, respectively. These balances have been included in cash and cash equivalents in the accompanying financial statements, and include both unrestricted and temporarily restricted cash and cash equivalents.

The organization customarily maintains amounts on deposit in excess of the Federal deposit insurance coverage during the year.

NEW HAMPSHIRE FOOD BANK

Notes to Financial Statements

March 31, 2016 and 2015

Note 1 - (D) Accounts Receivable

The accounts receivable are reported at their estimated net collectible amounts. Management evaluates the outstanding accounts receivable based on an analysis of the aging and the status of the accounts and establishes an allowance for doubtful accounts as a charge to operations through bad debt expense. Uncollectible accounts are charged off against the allowance for doubtful accounts. Delinquency status is determined based on contractual terms. The Food Bank does not generally require collateral for the extension of credit.

(E) Pledges Receivable

The Food Bank solicits donations from the general public. Pledges that remain uncollected as of the end of the year are recorded in the financial statements at estimated net collectible amounts.

(F) Inventory

Inventory, which consists primarily of donated food products, is recorded at the estimated fair value at March 31, 2016 and 2015, which approximated the fair value at the date of donation.

(G) Fixed Assets

It is the Food Bank's policy to capitalize fixed assets over \$500. Lesser amounts are charged to operations. Fixed assets are capitalized in the accounts at cost if purchased or at their estimated fair value if the assets are donated.

The Food Bank provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the cost or estimated fair value of the assets over their estimated useful lives. Depreciation expense was \$78,863 in 2016 and \$85,918 in 2015.

Gifts of long-lived assets such as equipment and vehicles are reported as unrestricted support, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support.

(H) Donated Goods and Services

Donated goods and services are reported as support at estimated fair value at the date of the gift. During the years ended March 31, 2016 and 2015, the Food Bank received approximately \$18,930,000 and \$17,610,000, respectively, of donated product. The approximate average wholesale value of one pound of donated product at the national level, which was determined to be \$1.70 in 2016 and \$1.72 in 2015, was based on a study performed by Feeding America, of which the Food Bank is a member.

Food donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals. During the years ended March 31, 2016 and 2015, the Food Bank distributed approximately \$18,860,000 and \$17,710,000, respectively, of donated product.

NEW HAMPSHIRE FOOD BANK
Notes to Financial Statements
March 31, 2016 and 2015

Note 1 - (H) Donated Goods and Services (Continued)

Exclusive of the donated food, other in-kind donations and services for which fair value can be validated and requiring specific expertise have been reflected in the financial statements at their estimated fair value. For the years ended March 31, 2016 and 2015, the Food Bank received approximately \$17,000 and \$63,000 in other donated goods and services, respectively.

In addition, a number of individuals and organizations have volunteered their services to the Food Bank. For those services that do not require special expertise, the estimated value of such donated services has not been recorded in the financial statements.

(I) Restricted Support

The Food Bank reports gifts of cash, fixed assets and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities. In the absence of donor-imposed stipulations regarding how long donated fixed assets must be used, the Food Bank has adopted a policy of reporting the expiration of donor restrictions when the donated or acquired long-lived assets are placed in service. The Food Bank has adopted a policy of treating restricted donations received, whose restrictions are met within the same year, as unrestricted donations. The Food Bank has a similar policy with respect to investment income earned on these funds.

Temporarily restricted net assets were available for food purchases and distribution, job training, and nutritional education in the amounts of \$600,244 and \$316,529 at March 31, 2016 and 2015, respectively.

Permanently restricted net assets are restricted to investment in perpetuity, the income from which is expendable for specific purposes. The Food Bank had no net assets at March 31, 2016 or 2015 that were permanently restricted.

(J) Salary and Expense Allocations

The Food Bank allocates employee salaries, benefits and payroll taxes to program services, fundraising services, and support services based on management estimates of the percentage of time each individual devotes to each type of service. Support services include payroll costs, allocated based on time studies, for services provided by Catholic Charities for operational oversight, human resources, accounting, information technology and data processing services. In addition, Catholic Charities allocates administrative overhead costs to its programs based on its full-time equivalents.

(K) Advertising and Promotion

It is the Food Bank's policy to expense advertising and promotion costs as incurred. Advertising and promotion costs were \$138,497 and \$42,503 in 2016 and 2015, respectively.

NEW HAMPSHIRE FOOD BANK

Notes to Financial Statements

March 31, 2016 and 2015

Note 1 - (L) Federal and State Income Taxes

The Food Bank is operated by Catholic Charities which is classified as a public charity and is exempt from Federal and state income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code. As a result, no provision for income taxes is required.

The Food Bank recognizes the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that as of March 31, 2016 and 2015, the Food Bank did not have any uncertain tax positions. The Food Bank reports its activities as part of the Catholic Charities Form 990 filing.

(M) State Unemployment Compensation

The Food Bank is self-insured under State Unemployment Compensation law. Under this provision, the Food Bank records an expense for the actual unemployment claim instead of making quarterly payments to the State's unemployment fund.

Note 2 - Related Party Transactions

Several years ago, Catholic Charities conducted a capital campaign to raise funds to defray costs associated with the purchase and renovation of a warehouse used by the Food Bank. The warehouse, improvements made to the property and fixed equipment are considered to be assets owned by Catholic Charities' home office. The related expenses and depreciation expense for these assets are included in the home office amounts. Based on the market rate for similar space, the Food Bank pays rent to the home office for use of the facility. Rent expense was \$345,000 for both 2016 and 2015. In addition, the Food Bank owed Catholic Charities \$6,264 and \$14,494 on an open account basis at March 31, 2016 and 2015, respectively, for payments made on its behalf.

Note 3 - Retirement Plan

Catholic Charities has a contributory defined contribution retirement plan. The Food Bank's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The Food Bank also makes contributions to the plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2016 and 2015 was approximately \$37,000 and \$41,000, respectively.

Note 4 - Commitments

The Food Bank leased two refrigerated trucks under leases which expire in 2022. Lease payments totaled approximately \$42,000 in 2016 and \$14,000 in 2015. The following is a summary of future minimum lease payments for the next five years and in the aggregate:

2017	42,418
2018	42,418
2019	42,418
2020	42,418
2021	42,418
Thereafter	<u>28,279</u>
Total	<u>\$ 240,369</u>

The Food Bank has entered into a construction agreement with a third party. The commitment under this agreement is for approximately \$230,000 at March 31, 2016.

NEW HAMPSHIRE FOOD BANK
Notes to Financial Statements
March 31, 2016 and 2015

Note 5 - Compensated Absences

The Food Bank has a policy whereby employees earn days of compensated absence, based upon length of employment. It is the Food Bank's policy to accrue for these compensated absences as the time is earned. An accrual for vacation, earned but not taken, of \$42,746 in 2016 and \$39,062 in 2015, has been included in the accompanying financial statements.

Note 6 - Insurance

The Food Bank pays premiums for liability and automobile insurance to the Diocese of Manchester, an organization related to Catholic Charities through common governance ("the Diocese"). The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the Food Bank over the term of coverage. Total liability and automobile insurance billed by the Diocese and included in insurance expense was approximately \$49,000 in both 2016 and 2015.

Note 7 - Major Suppliers

As a member of Feeding America, the national network of food banks, the Food Bank gains access to otherwise unattainable food donations and potential funding. The Food Bank is able to use the national resources of Feeding America to negotiate wholesale food prices and supply their agencies with high-value items at a substantial discount. Partner retailers who only donate to Feeding America members made food donations to the Food Bank totaling approximately \$14,085,000 and \$13,503,000 during the years ended March 31, 2016 and 2015, respectively. These donations represented approximately 74% and 77% of the total donated food received for the years ended March 31, 2016 and 2015, respectively.

Note 8 - Contingencies

Catholic Charities has pledged all of their business assets, as defined, and a mortgage lien on the land and buildings of three of its healthcare facilities as collateral for a bond issued by the New Hampshire Health and Education Facilities Authority. The proceeds of the bond (approximately \$15,300,000 outstanding at March 31, 2016) were used to finance various fixed asset additions, and refinance certain debt throughout the organization.

In addition, Catholic Charities has provided a self-subordinating mortgage deed on certain real property used by the Food Bank, in accordance with its grant from the New Hampshire Community Development Finance Authority. In accordance with the grant, the mortgage shall self-amortize, on a straight-line basis, over a ten-year period beginning on December 31, 2012.

Note 9 - Subsequent Events

Management has evaluated subsequent events through August 29, 2016, the date when the financial statements were available to be issued.

NEW HAMPSHIRE CATHOLIC CHARITIES

MEETING OF THE TRUSTEES [July 1, 2013]

BY WRITTEN CONSENT

We, the undersigned, being the Trustees of New Hampshire Catholic Charities ("the Corporation"), hereby consent in writing to the following action:

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO, Joanne Hollen as CFO and Michael Lehrman as Vice President for Healthcare Services are hereby authorized as an agent of the Corporation to negotiate, execute and deliver on behalf of the Corporation, any and all contracts, licenses, documents and other business related materials as may be necessary or useful for the ongoing operation of the Corporation, subject to a maximum limit of \$250,000 for the position of President & CEO, and a maximum limit of \$50,000 for the positions of Vice President & COO, CFO and Vice President for Healthcare Services. Commitments in excess of \$250,000 shall require specific approval from the Board of Trustees.

RESOLVED: That Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO are hereby authorized as an agent of the Corporation to establish banking/financial services relationships and open bank/investment or similar accounts in the name of the Company and that, each acting singly on behalf of the Corporation, is authorized to execute such checks, drafts and other documents required to transact the banking/financial services business established pursuant to this resolution.

RESOLVED: That, if the Bank/Financial Institution requires a specific form of resolution in connection with the actions authorized in the foregoing resolution, Thomas Blonski as President & CEO, Dominique A. Rust as Vice President & COO and Joanne Hollen as CFO shall be authorized to execute and deliver the forms of corporate banking/financial institution resolutions from time to time required to effectuate the immediately preceding resolution, copies of which are ordered filed with the official records of the Corporation, as though the same had been presented to the Board of Trustees for approval in connection herewith, the signature of such person thereon to be conclusive evidence of the approval thereof by the authorized signer as so executed.

RESOLVED: That the foregoing resolutions shall remain in effect until revoked by the Corporation's Board of Trustees.

7.1.13

Date



Gary Bouchard
Secretary

Board of Trustees

Kevin Barrett

Manchester

Thomas E. Blonski, MBA

President & CEO - Brentwood

Sister Paula Marie Buley, IHM

Secretary - Nashua

Most Rev. Francis J. Christian, D.D., Ph.D

Vicar General - Diocese of Manchester

Scott G. Colby

Treasurer - Londonderry

James Coughlin

Hanover

Edward Dudley

Deputy Vice Chair - Nashua

Todd C. Fahey

Vice Chair - Bow

Michael J. Gilbert, MD

Concord

Robert Gossett

Seabrook

Brian P. Grip

Nashua

Very Rev. Agapit Jean

Dover

Most Rev. Peter A. Libasci

Chairman - Diocese of Manchester

Anu R. Mullikin

Auburn

Joseph Raczka

Bedford

Patricia R. Shuster

Fitzwilliam

MEGHAN KACMARCIK, RD

Education

University of New Hampshire, Dietetic Internship, Durham, NH May 2016

- Rotations included community, foodservice and clinical nutrition
- Completed specialty rotations in nutrition research, culinary, long-term care, WIC and pediatrics
- Developed a research poster determining the availability of farmers market incentive programs relative to need in New Hampshire
- Passed RD exam and became certified as a Registered Dietitian

University of Rhode Island, Kingston, RI May 2015

Bachelor of Science Degree: Nutrition/Dietetics, minor in Psychology

GPA 3.86/4.0, Summa Cum Laude, Centennial Scholarship, Dean's List, Phi Eta Sigma, College Scholar

Professional Experience

Elliot Hospital, Manchester, NH Spring 2016

- Assessed patients for nutrition risk using nutrition care process
- Provided diet education for patients using the Nutrition Care Manual
- Completed assessments and interventions for cardiac, oncology, surgical, pediatric and critical care patients

New Hampshire Food Bank, Manchester, NH Fall 2015

- Coordinated Cooking Matters series, facilitated nutrition and culinary lessons for middle school-aged children
- Developed Summer Meal Program cycle menu and cost analysis
- Taught nutrition lesson in Culinary Job Training program
- Gained valuable experience working with nonprofit organizations and food security

Manchester Public School Systems, Manchester, NH Fall 2015

- Taught three eight-week nutrition series for elementary and high school aged children
- Collaborated with co-workers to create lesson plans for health, physical education and family consumer science classes
- Created educational newsletters and blog post
- Developed educational materials weekly including visual aids, handouts and activities

University of New Hampshire Dining, Durham, NH Fall 2015

- Promoted campus-wide health initiatives influenced by Partnership for a Healthier America and Meals of Changes
- Developed booths, tables, visual aids and literature to educate students about healthy lifestyles
- Gained experience integrating sustainability initiatives into large-scale foodservice operation

Teaching Assistant, University of Rhode Island, Kingston, RI Fall 2013

- Facilitated general nutrition labs and attended lectures
- Prepared review sessions and study materials for students

Summer Foodservice Intern, Vernon Public Schools, Vernon, CT Summer 2013

- Aligned cafeteria services with National School Breakfast and National School Lunch programs
- Applied for and successfully obtained a Six Cents Certification through the State of Connecticut, increasing the reimbursement on each meal sold
- Developed menus appropriate for elementary, middle and high school students
- Generated purchase orders for food, drink and supplies for each of the schools

Diet Aide, Johnson Memorial Hospital, Stafford, CT Summers 2012 & 2013

- Communicated with patients and conformed menu selections with respective diet orders
- Gained knowledge of nutrition implications of various medical conditions

Research Assistant, University of Rhode Island, Kingston, RI Spring 2013

- Analyzed market data regarding sweetener contents in a large variety of products
- Generated tables and charts interpreting and summarizing data for scientific poster

Lynne A. Lorentsen

MANCHESTER CHRISTIAN CHURCH, Manchester NH, April 2012 - present

Connections Director, October 2014 - present

Building opportunities for individuals to connect in groups, arranging semester based catalogs, and coordinating Connections and Resource Center volunteer teams. Creating innovative events that connect people to God and each other such as:

- If:Manchester Simulcast, February 2015 – Produced a regional simulcast
- Fireside, December 2013 – Created a multi-generational event. Free book exchange, a coffee house, and an evening of fiction and nonfiction readings.
- Comfort Zone, June 2014 – Executed a workshop-based event for women to educate and inspire attendees emotionally, physically, and nutritionally.

Associate Director of Children's Ministry, April 2012 – October 2014

Collaborated with the Children's Pastor to plan all-church family events, scheduled 50-75 volunteers weekly, maintained volunteer database, and co-created team based ministry. Ran events such as:

- The Water Challenge: Snowball Effect – a fundraiser for The Water Project, Winter 2013
- Vacation Bible School 2012, 2013, and 2014

YOU'RE FIRED: PAINT YOUR OWN POTTERY, Nashua, NH 2010-2012

Retail Store Manager. Managed staff, customer care, and precise glazing and firing operations.

MARK LAWRENCE PHOTOGRAPHERS, Nashua, NH 2007-2010

Portrait Sales Consultant. Performed sales and support for District Director. Provided exemplary customer service, quality assurance and order processing.

PORTFOLIO SALON AND RENEWAL SPA, Amherst NH 2006-2007

Front Desk Scheduler. Provided administrative support and calendar management in a fast paced environment.

THE PAMPERED CHEF 1993-1998

Independent Advanced Director. Developed and motivated regional team of 40 consultants in the direct sales industry. Earned two incentive trips for sales achievement.

KEY STRENGTHS: Leadership, empathy, organization, motivation, creativity, flexibility and communication. Experience in sustainable cross-cultural endeavors, leading groups, articulating vision, and event management.

EDUCATION

Messiah College, Grantham PA, BA in Psychology

VOLUNTEER ACHIEVEMENTS AND GLOBAL OUTREACH

Susan G. Komen Breast Cancer 3 Day, Boston 2008, Bike Safety Crew 2009
Think Outside the Run 5K, Race Director. Rwanda HIV/AIDS Team Fundraiser at Mack's Apples, Londonderry May 2011

Rwanda 2009 PEACE Plan, Rwanda 2010

Rwanda 2010 Co-Leader Soccer Orphan Care

Rwanda 2011 HIV/Aids Education

Rwanda 2012 Compassion International Discovery Trip

Nicaragua 2015 Trip Leader REAP Granada Discovery Trip

Outreach Leadership Team-member, Manchester Christian Church, 2011 - present

REFERENCES:

Donnie Brown, former Children's Pastor, Manchester Christian Church, 603-512-9801

Lisa Veilleux, Café Manager, Manchester Christian Church 603-289-5825

Michael Allard, You're Fired business owner 603-493-6453

Lisa Potter Depalma, Mark Lawrence Photography 603-219-3447



FFY17 SNAP Outreach Plan – Key Personnel – resumes attached.

Lynne Lorentsen, SNAP Outreach Coordinator

Meghan Kacmarcik, SNAP Outreach Coordinator