



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

Nicholas A. Toumpas
Commissioner

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

Terry R. Smith
Director

April 3, 2013

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

REQUESTED ACTION

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

42% FED 58% GEN

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

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

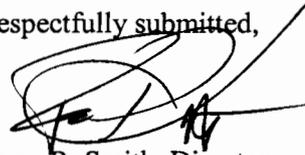
EXPLANATION

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

Her Excellency, Governor Margaret Wood Hassan
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April 3, 2013
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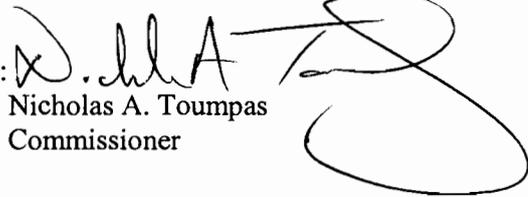
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith, Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

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

Evaluation Team:

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

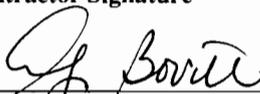
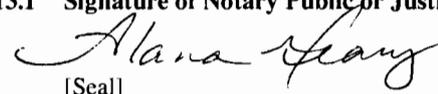
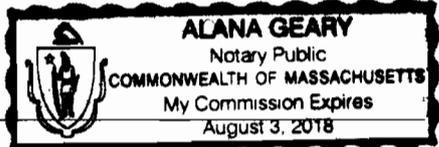
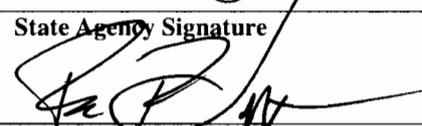
Subject: Good News Garage-Lss, Inc.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

Contractor Initials: 
Date: 4/3/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials: AB
Date: 4/3/13

Certificate of Vote

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

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

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

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

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

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

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

Alana Geary
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 3rd day of April 2013, before me, Alana Geary, the
(Notary)

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

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

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

do so, executed the foregoing instrument for the purposes therein contained, by signing the name

of the corporation by her/himself as clerk.
(Title)

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

Deborah Cistoldi
Notary Public/Justice of the Peace

My Commission expires _____



NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: March 20, 2013

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

CONTRACTOR:

NAME: Good News Garage-LSS, Inc.

ADDRESS: 14 E. Worcester St., Suite 300

Worcester, MA 01604

TELEPHONE: 774-243-3932

PRESIDENT: Angela Bovill

I. General Terms and Conditions:

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

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

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

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

II. Program Referral Guidelines

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

III. Direct Service Requirements:

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

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

IV. Contract Staff:

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

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

V. Evaluation of Program Effectiveness

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

VI. Reporting Requirements

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

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

ATTACHMENT A

Division of Family Assistance Statement of Confidentiality

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

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

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

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

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

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

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

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

Angela Bovill
Signature

4/3/13
Date

BVG - Lutheran Social Services, Inc
Organization

EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: Good News Garage-LSS, Inc.

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

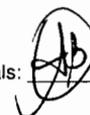
I. Funding of Contract

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

G. Invoices shall be sent to:

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

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



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

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

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

(Name of RFP)

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

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

Indirect As A Percent of Direct

14%

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

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

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

(Name of RFP)

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

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 150,194.00	\$ -	\$ 150,194.00	Wages/6 staff members
2. Employee Benefits	\$ 30,038.00	\$ -	\$ 30,038.00	FICA/Dental/Health/LTD
3. Consultants	\$ -	\$ -	\$ -	Workers comp.
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 220,000.00	\$ -	\$ 220,000.00	Garage/Vehicle Expense/DMV
Purchase/Depreciation	\$ 3,466.00	\$ -	\$ 3,466.00	Equipment Lease/Depreciation
5. Supplies:	\$ 2,500.00	\$ -	\$ 2,500.00	Car Care Guide
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office (copying)	\$ -	\$ -	\$ -	
6. Travel	\$ 5,866.00	\$ -	\$ 5,866.00	Staff Travel/Expense/Conference
7. Occupancy	\$ 24,750.00	\$ -	\$ 24,750.00	Rent/Utilities/Buld.Maint.
8. Current Expenses	\$ 2,250.00	\$ -	\$ 2,250.00	Program Supplies
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	Land Line/Cell/Internet
Postage	\$ 3,641.00	\$ -	\$ 3,641.00	Clinet/Survey/Notification
Subscriptions	\$ 900.00	\$ -	\$ 900.00	Dues/Subs/Membership
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 1,200.00	\$ -	\$ 1,200.00	Liability Insurance
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 64,530.00	\$ -	\$ 64,530.00	Printing/Copying/Advertising
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 87,124.00	\$ 87,124.00	Total G/A Allocation, Central Office Support/Fiancial/HR/ Advancement
Revenue				
90 Delivered units @ \$4,415.00	\$ -	\$ -	\$ 397,350.00	Program Units
288 Auction units @ \$715.65	\$ -	\$ -	\$ 206,106.00	Donated units not fit for program
TOTAL	\$ 516,335.00	\$ 87,124.00	\$ 603,459.00	

Indirect As A Percent of Direct

14%

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Contractor Initials: 
Date: 4/3/13

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: AB
Date: 4/3/13

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

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

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

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

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

15. Prior Approval and Copyright Ownership:

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

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

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

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

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

Contractor Initials: AB
Date: 4/3/13

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

(Contractor Name) (Period Covered by this Certification)

Angela Bovill, President/CEO

(Name & Title of Authorized Contractor Representative)

Angela Bovill *4/3/13*

(Contractor Representative Signature) (Date)

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

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

[Signature]
(Contractor Representative Signature)

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

GNG - Lutheran Social Services
(Contractor Name)

4/3/13
(Date)

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

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: AB

Date: 4/3/13

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

PRIMARY COVERED TRANSACTIONS

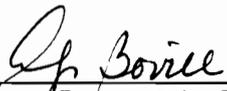
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Contractor Initials: 
 Date: 4/3/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

[Signature] (Contractor Representative Signature) *Angela Bovill, President/CEO* (Authorized Contractor Representative Name & Title)

GNG - Lutheran Social Svcs (Contractor Name) *4/3/13* (Date)

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

NH Department of Health and Human Services

STANDARD EXHIBIT H

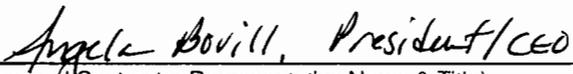
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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:

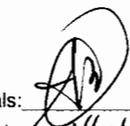
- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


(Contractor Representative Signature)

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

GNG - Lutheran Social Svcs
(Contractor Name)

3/4/13
(Date)

Contractor Initials: 
Date: 4/9/13

NH Department of Health and Human Services

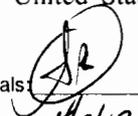
STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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.


 7/3/13

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

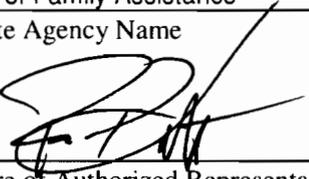
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

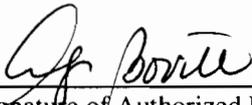
Dept. of Health & Human Services
Division of Family Assistance

Good News Garage-LSS, Inc.

The State Agency Name

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Terry R. Smith
Name of Authorized Representative

Angela Bovill
Name of Authorized Representative

Director
Title of Authorized Representative

President / CEO
Title of Authorized Representative

4/3/13
Date

4/3/13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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.

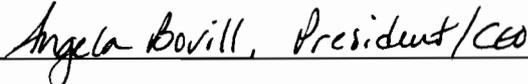
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)




(Contractor Name) (Date)

Contractor initials: 

Date: 4/3/13

Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

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:

145 461609

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?

X 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

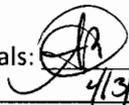
If the answer to #3 above is YES, stop here

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: _____

Contractor initials: 

Date: 4/3/13

Page # _____ of Page # _____

GOOD NEWS GARAGE - LSS, INC.

**FINANCIAL STATEMENTS AND
OMB CIRCULAR A-133 REPORTS**

YEAR ENDED JUNE 30, 2012

**GOOD NEWS GARAGE - LSS, INC.
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**GOOD NEWS GARAGE - LSS, INC.
AUDITOR DISCLOSURE INFORMATION
YEAR ENDED JUNE 30, 2012**

FIRM	<u>CliftonLarsonAllen LLP</u>
AUDIT PARTNER	<u>Timothy Warren, CPA</u>
ADDRESS	<u>300 Crown Colony Drive, Suite 310 Quincy, Massachusetts 02169</u>
TELEPHONE NUMBER	<u>617-984-8100</u>
EMPLOYEE IDENTIFICATION NUMBER	<u>41-0746749</u>



CliftonLarsonAllen

CliftonLarsonAllen LLP
www.cliftonlarsonallen.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying statement of financial position of Good News Garage - LSS, Inc. as of June 30, 2012, and the related statements of activities, changes in net assets, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Good News Garage - LSS, Inc. as of June 30, 2012, and the changes in net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2012 on our consideration of the Good News Garage - LSS, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Board of Directors
Good News Garage – LSS, Inc.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Quincy, Massachusetts
November 16, 2012

**GOOD NEWS GARAGE - LSS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2012**

ASSETS

CURRENT ASSETS

Cash	\$	67,024
Accounts Receivable, Net		132,311
Inventory		139,241
Prepaid Rent, Current Portion		56,667
Prepaid Expenses		2,362
Total Current Assets		397,605

BENEFICIAL INTEREST IN NET ASSETS OF RELATED PARTY		374,824
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PROPERTY AND EQUIPMENT

Leasehold Improvements		524,174
Equipment		137,777
Total Property and Equipment		661,951
Less: Accumulated Depreciation		456,730
Property and Equipment, Net		205,221

DUE FROM RELATED PARTIES		502,571
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OTHER ASSETS

Prepaid Rent		283,194
Deposits		1,935
Total Other Assets		285,129

Total Assets		\$ 1,765,350
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable	\$	103,625
Accrued Expenses		93,644
Deferred Revenue		18,332
Total Current Liabilities		215,601

DUE TO RELATED PARTY		25,605
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Total Liabilities		241,206
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NET ASSETS

Unrestricted		1,150,842
Temporarily Restricted		373,302
Total Net Assets		1,524,144

Total Liabilities and Net Assets		\$ 1,765,350
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See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2012**

UNRESTRICTED NET ASSETS

REVENUES AND SUPPORT

Program Service Revenue	\$ 1,971,079
Donated Vehicles	1,123,731
Donated Vehicles - Wholesale	1,074,743
In-Kind Donations	74,112
Other Revenue	43,222
Net Assets Released from Restrictions Used for Operations	27,948
Total Revenues and Support	4,314,835

OPERATING EXPENSES

Salaries	991,019
Employee Benefits	227,649
Donated Vehicle Expense	1,156,000
Vehicles Purchased	48,029
Garage Expense	853,014
Travel Expenses	50,300
Equipment and Other Office Operations	71,661
Human Resource and Custodial Fees	115,967
Accounting and Administrative Services	105,266
Occupancy Costs	152,679
Advertising Expense	245,731
Office Expenses	76,391
Professional Fees	124,337
Depreciation	40,523
Program Expense	15,502
Total Operating Expenses	4,274,068

INCREASE IN UNRESTRICTED NET ASSETS

\$ 40,767

See accompanying Notes to Financial Statements.

GOOD NEWS GARAGE - LSS, INC.
STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2012

UNRESTRICTED NET ASSETS	
Increase in Unrestricted Net Assets	\$ 40,767
TEMPORARILY RESTRICTED NET ASSETS	
Change in Beneficial Interest in Net Assets of Related Party	31,018
Net Assets Released from Restrictions	<u>(27,948)</u>
Increase in Temporarily Restricted Net Assets	<u>3,070</u>
INCREASE IN NET ASSETS	43,837
Net Assets - Beginning of Year	<u>1,480,307</u>
NET ASSETS - END OF YEAR	<u><u>\$ 1,524,144</u></u>

See accompanying Notes to Financial Statements.

GOOD NEWS GARAGE - LSS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2012

	<u>Program</u>	<u>Fundraising</u>	<u>Management and General</u>	<u>Total</u>
Salaries	\$ 982,205	\$ 8,814	\$ -	\$ 991,019
Employee Benefits	225,710	1,939	-	227,649
Donated Vehicle Expense	1,156,000	-	-	1,156,000
Vehicles Purchased	48,029	-	-	48,029
Garage Expense	853,014	-	-	853,014
Travel Expenses	50,300	-	-	50,300
Equipment and Other Office Operations	71,661	-	-	71,661
Human Resource and Custodial Fees	-	-	115,967	115,967
Accounting and Other Administrative Services	-	-	105,266	105,266
Occupancy Costs	152,679	-	-	152,679
Advertising Expense	240,562	5,169	-	245,731
Office Expenses	70,248	6,143	-	76,391
Professional Fees	28,082	-	96,255	124,337
Program Expense	15,502	-	-	15,502
	<u>3,893,992</u>	<u>22,065</u>	<u>317,488</u>	<u>4,233,545</u>
Total Before Depreciation				
Depreciation	40,523	-	-	40,523
	<u>\$ 3,934,515</u>	<u>\$ 22,065</u>	<u>\$ 317,488</u>	<u>\$ 4,274,068</u>
Total Functional Expenses				

See accompanying Notes to Financial Statements.

**GOOD NEWS GARAGE - LSS, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2012**

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in Net Assets	\$	43,837
Adjustments to Reconcile Increase in Net Assets to		
Net Cash Provided by Operations:		
Depreciation		40,523
Amortization of Prepaid Rent		56,801
Change in Beneficial Interest in Net Assets of Related Party		31,018
(Increase) Decrease in:		
Accounts Receivable		32,367
Inventory		32,269
Prepaid Expenses		5,929
Deposits		1,866
Beneficial Interest in Net Assets of Related Party		(35,610)
Increase (Decrease) in:		
Accounts Payable		12,399
Accrued Expenses		(1,226)
Deferred Revenue		18,332
Net Cash Provided by Operating Activities		238,505

CASH FLOWS FROM FINANCING ACTIVITIES

Advances to Related Parties		(220,363)
Net Cash Used by Financing Activities		(220,363)

NET INCREASE IN CASH

18,142

Cash Beginning of Year

48,882

CASH END OF YEAR

\$ 67,024

See accompanying Notes to Financial Statements.

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Good News Garage - LSS, Inc. (the Organization) is a nonprofit organization that provides low-income individuals with transportation, such as ownership of donated vehicles or access to shared rides, providing these individuals with access to jobs and other economic opportunities, thus helping them to achieve economic independence. During the reporting period, the Organization maintained offices in Burlington, VT and Manchester, NH and East Hartford, CT (closed in February 2012). Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of the Organization.

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

- Donated Wheels Program (DW): The DW program provides vehicles to eligible applicants under a contract with the State Department of Children and Families, Economic Services Division. Vehicle recipients are determined by the State of Vermont based on need. A typical recipient will have already been working for three months.
- Ready to Go (R2G): A Demand-Response transportation program that provides rides to qualified, low-income Vermonters. Drivers and vans are stationed throughout the State of Vermont to provide transportation for work, job training, childcare or other state services. Eligible families use R2G as transitional transportation for a limited time.
- MRC Program: This program provides vehicles to low-income individuals through a contract with the Commonwealth of Massachusetts through the Massachusetts Rehabilitation Commission.
- GNG New Hampshire: This program provides vehicles to low-income individuals through a contract with the New Hampshire Department of Health and Human Services.
- Jump Start: A program that provides vehicles to low-income individuals and families who are not eligible for one of the state or government sponsored programs. Recipients need to show the vehicle will be used to obtain or maintain employment. A church or a civic group often refers recipients. Funding for these vehicles comes from grants, local sponsors, recipients' funds and proceeds from cars sold at auction.

Method of Accounting

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

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

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

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Inventory

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

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

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

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

Property and Equipment

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

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

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

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

Related Party Loans Receivable

The Organization's loan portfolio is comprised of unsecured related party loan receivables that do not bear interest and have no fixed repayment terms, as detailed in Note 4, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organization establishes an allowance as an estimate of inherent risk in the Organization's loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organization determines the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as a recovery in the year of receipt. The allowance for uncollectible related party loan receivables was \$-0- as of June 30, 2012.

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

Net Assets and Recognition of Donor Restrictions

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

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

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

Permanently restricted net assets - Include contributions which require by donor restriction that the corpus be invested in perpetuity and only the income be made available for operations in accordance with donor restrictions.

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

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

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

Revenue Recognition

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

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

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

Income Taxes

The Organization is a not-for-profit corporation as described in section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes on related income pursuant to section 501(a) of the code. The Organization files as a tax-exempt organization. Should that status be challenged in the future, the Organization's 2009 through 2012 tax years are open for examination by federal and state taxing authorities.

Advertising Expense

Advertising costs are expensed when incurred. Advertising costs paid for by the Organization amounted to \$172,319 for the year ended June 30, 2012. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organization received contributions of advertising estimated to have a value of \$73,412 for the year ended June 30, 2012.

Functional Allocation of Expenses

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

Fair Value Measurement

The Organization categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active market for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities valued at fair value are categorized based on the inputs to the valuation techniques as follows:

**GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

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

Fair Value Measurement (Continued)

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

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

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

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

Subsequent Events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through November 16, 2012, the date the financial statements were available to be issued.

NOTE 2 ACCOUNTS RECEIVABLE

Accounts receivable is comprised of the following at June 30, 2012:

Federal and State Grants Receivable	\$ 96,071
Other Accounts Receivable	37,931
Allowance for Doubtful Accounts	(1,691)
Accounts Receivable, Net	<u>\$ 132,311</u>

NOTE 3 BENEFICIAL INTEREST IN NET ASSETS OF RELATED PARTY

The Organization has a beneficial interest in assets that are held by Lutheran Social Service of New England Foundation, Inc. (the Foundation) in the amount of \$374,824. Contributed assets are transferred to the Foundation by either the donor or the Organization as those assets are received. The assets from the fund will be transferred to the Organization with the approval of LSSNE. The Foundation has not been granted variance power by donors.

**GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 4 RELATED PARTY TRANSACTIONS

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

Central Office Costs

The Organization pays an annual fee for accounting and administrative services to LSSNE in monthly installments. In 2012, the fee amounted to \$105,266.

The Organization also pays LSSNE for human resources, executive management, information technology and other administrative costs that benefit the Organization. In 2012, those expenses amounted to \$115,967.

Related Party Loans

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

Due from Related Parties :	
Lutheran Community Services, Inc.	\$ 104,318
Lutheran Social Services of New England, Inc.	398,253
Total Due from Related Parties	<u>\$ 502,571</u>
Due to Related Party :	
Lutheran Social Services of New England Foundation, Inc.	\$ 25,605
Total Due to Related Party	<u>\$ 25,605</u>

NOTE 5 DEFINED CONTRIBUTION PLAN

The Organization maintains a defined contribution plan (the Plan) qualifying under Internal Revenue Code Section 403(b). The Plan has been deemed a church plan. It allows, but does not require, the Organization to make contributions based on a specified percentage of annual compensation and employee contributions. For the year ended June 30, 2012 there was no employer contribution; therefore, no pension costs were charged to operations.

NOTE 6 CONCENTRATION OF CREDIT RISK

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable from state agencies and motor vehicle auctions totaled \$132,311 at June 30, 2012,

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE 6 CONCENTRATION OF CREDIT RISK (CONTINUED)

Major Sources of Revenue

The Organization received approximately 45% of its revenue from federal and state agencies, including 20% from the U.S. Department of Health & Human Services through the States of Vermont and New Hampshire for the fiscal year 2012.

Beneficial Interest in Net Assets of Related Party

The Organization's unsecured gifts, held by the Foundation amounted to \$374,824 at June 30, 2012.

NOTE 7 LEASES

Office Leases

The Organization had two operating office lease agreements in Connecticut and New Hampshire during the reporting period. The New Hampshire office lease agreement is a month-to-month arrangement. Therefore, no future payments are required under this lease as of June 30, 2012.

The Connecticut location entered into a lease agreement effective February 1, 2010 with 477 Connecticut Boulevard, LLC which was scheduled to expire on January 31, 2013, with an option to extend the lease for an additional three years. The lease called for annual minimum base rental payments, payable in monthly installments of \$2,100, including utilities. In addition, contingent rentals are paid by the Organization based on the proportionate share of operating expenses paid in excess of base year operating expenses. The lease was terminated in May 2012.

Total related office rent expense for the year ended June 30, 2012 was approximately \$30,000.

Prepaid Lease

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

GOOD NEWS GARAGE - LSS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2012

NOTE 7 LEASES (CONTINUED)

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

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2013	\$ 43,556
2014	43,556
2015	43,556
2016	43,556
2017	43,556
Later Years	43,556
	<u>\$ 261,336</u>

Related rent expense was \$100,223 for the year ended June 30, 2012.

NOTE 8 FAIR VALUE MEASUREMENTS

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

The following table presents the Organization's fair value hierarchy for those assets measured at fair value on a recurring basis as of June 30, 2012:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial Interest in Net Assets of Related Party	<u>\$ 374,824</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 374,824</u>
Total	<u>\$ 374,824</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 374,824</u>

NOTE 9 CONTINGENCIES

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

GOOD NEWS GARAGE - LSS, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2012

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
Department of Health & Human Services		
Pass-Through State of Vermont Department for Children and Families - Ready to Go Program	93.558	* \$ 406,848
Pass-Through State of New Hampshire Division of Family Assistance - NH DHHS Program	93.558	* 382,500
U.S. Department of Agriculture		
Pass-Through State of Vermont F S E & T Operating - Ready to Go Program	10.561	203,424
U.S. Department of Education		
Pass-Through Commonwealth of Massachusetts Massachusetts Rehabilitation Commission - Vehicle Donation Program	84.126	* 396,000
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u><u>\$ 1,388,772</u></u>

* Major Program

Basis of Presentation and Summary of Significant Accounting Policies

The Schedule of Expenditures of Federal Awards includes federal award activity of Good News Garage - LSS, Inc. for the year ended June 30, 2012. The information in this schedule is in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization. Expenditures are presented on the accrual basis of accounting, such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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

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

We have audited the financial statements of Good News Garage - LSS, Inc. as of and for the year ended June 30, 2012, and have issued our report thereon dated November 16, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Good News Garage - LSS, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Good News Garage - LSS, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a deficiency in internal control over financial reporting that we consider to be a material weakness.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses. [12-1, 12-2]

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedules of findings and questioned costs to be a significant deficiency. [12-3]

Board of Directors
Good News Garage - LSS, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Good News Garage - LSS, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests did not disclose instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to management of Good News Garage - LSS, Inc. in a separate letter dated November 16, 2012.

Good News Garage - LSS, Inc.'s response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Good News Garage - LSS, Inc.'s response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Quincy, Massachusetts
November 16, 2012



CliftonLarsonAllen

CliftonLarsonAllen LLP
www.cliftonlarsonallen.com

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

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

Compliance

We have audited Good News Garage - LSS, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Good News Garage - LSS, Inc.'s major federal programs for the year ended June 30, 2012. Good News Garage - LSS, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Good News Garage - LSS, Inc.'s management. Our responsibility is to express an opinion on Good News Garage - LSS, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Good News Garage - LSS, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Good News Garage - LSS, Inc.'s compliance with those requirements.

In our opinion, Good News Garage - LSS, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

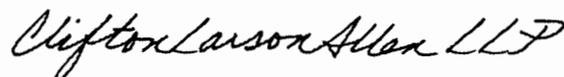
Management of Good News Garage - LSS, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Good News Garage - LSS, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Good News Garage - LSS, Inc.'s internal control over compliance.

Board of Directors
Good News Garage - LSS, Inc.

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

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

This report is intended solely for the information and use of management, Board of Directors, others within the entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Quincy, Massachusetts
November 16, 2012

**GOOD NEWS GARAGE - LSS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012**

PART A: SUMMARY OF AUDITORS' RESULTS

Financial Statements

We have audited the financial statements of Good News Garage - LSS, Inc. as of and for the year ended June 30, 2012 and have issued our report thereon dated November 16, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Type of auditor's report issued Unqualified opinion

Internal control over financial reporting:

- Material weakness identified Yes
- Significant deficiency identified that is not considered to be a material weakness Yes
- Noncompliance material to financial statements noted No

Federal Awards

Internal control over major programs:

- Material weakness identified No
- Significant deficiency identified that is not considered to be a material weakness No

Type of auditor's report issued on compliance for the major programs: Unqualified opinion

Audit findings that are required to be reported in accordance with section 510(a) of OMB Circular A-133 No

The major programs were as follows:

	<u>Federal CFDA</u>
Department of Health and Human Services:	93.558
Ready to Go Program	
NH DHHS Program	
U.S. Department of Education:	84.126
Vehicle Donation Program	

A \$300,000 threshold was used to distinguish between Type A and Type B programs as described in section 520(b) of OMB Circular A-133.

Good News Garage-LSS, Inc. did not qualify as a low-risk auditee under Section 530 of OMB Circular A-133.

GOOD NEWS GARAGE - LSS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2012

PART B: FINANCIAL STATEMENT FINDINGS

Finding 12-1

Statement of Condition:

Procedures are not adequate to ensure the proper identification of programs and an accurate Schedule of Expenditures of Federal Awards as required by OMB Circular A-133.

Criteria:

This condition constitutes a material weakness in internal control over financial reporting.

Effect of Condition:

Expenditures for the two major programs identified in the Schedule of Expenditures of Federal Awards were materially overstated. The misstatement was corrected in the audited financial statements.

Cause of Conditions:

The Organization historically spends more to administer its programs than the Federal dollars awarded for each. A final journal entry was not made to internally reclassify excess expenditures to other cost centers prior to completion of the Schedule of Expenditures of Federal Awards.

Recommendation:

The Organization should develop policies and procedures to gather all relevant data necessary to complete an accurate presentation of the Schedule of Expenditures of Federal Awards.

Response and Corrective Action:

Annually, a comparison of total Federal dollars received by the Organization to total Federal expense reported will be undertaken. Excess expense will be reclassified internally prior to completion of the Schedule of Expenditures of Federal Awards. These procedures will ensure that the Organization produces accurate reports that properly identify federal expenditures.

GOOD NEWS GARAGE - LSS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2012

PART B: FINANCIAL STATEMENT FINDINGS (CONTINUED)

Finding 12-2

Statement of Condition:

The Organization received payment for program service revenue in advance. When the revenue was earned, accounts receivable was increased instead of the deferred revenue liability being decreased.

Criteria:

This condition constitutes a material weakness in internal control over financial reporting.

Effect of Condition:

Deferred revenue and accounts receivable were materially overstated. The misstatement was corrected in the audited financial statements.

Cause of Conditions:

Due to employee turnover, the finance team was not notified by Program management that the deferred revenue previously recorded had been earned. Therefore, a reclassifying journal entry was not prepared.

Recommendation:

The Organization should reconcile deferred revenue each month.

Response and Corrective Action:

Finance will work with the Program management on a means to regularly adjusted deferred revenue when it is earned by the Program. Reconciliations of this account will be performed with more regularity by the Finance team to ensure the proper reclassifications are made in a timely fashion.

GOOD NEWS GARAGE - LSS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2012

Finding 12-3

Statement of Condition:

The Organization records revenues and expenses for transactions executed between its programs and locations. These transactions were not eliminated for external reporting.

Criteria:

This condition constitutes a significant deficiency in internal control over financial reporting.

Effect of Condition:

Revenues and operating expenses were overstated by the internal transactions. The misstatements were corrected in the audited financial statements.

Cause of Conditions:

Revenue earned and expense incurred while performing inter-state transactions were not consistently placed in segregated accounts making it difficult to perform eliminations.

Recommendation:

The Organization should eliminate internal activity for the purpose of external financial statements.

Response and Corrective Action:

Revenue and expense incurred while performing inter-state transactions between programs is recorded to monitor internal operating results. Management agrees, however, that the amounts should be segregated to allow for elimination during the consolidation process. These transactions will be recorded in general ledger accounts that are designated for inter-state activity and eliminated, when appropriate, during financial reporting.

PART C: FEDERAL AWARDS AND QUESTIONED COSTS

None

GOOD NEWS GARAGE - LSS, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2012

PRIOR YEAR AUDIT FINDINGS

Finding 11-1 Procedures are not adequate to ensure the proper identification of programs and an accurate Schedule of Expenditures of Federal Awards as required by OMB Circular A-133.

Status The finding continued in the current year, see finding 12-1. The Organization continues to work towards developing a comprehensive system of controls with respect to this.

Mission Statement of Good News Garage

Good News Garage works to create economic opportunity by providing affordable and reliable transportation options for people in need.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division for Children, Youth and Families

Agency Name: Good News Garage-LSS, Inc.

Name of Bureau/Section: DHHS/Division of Family Assistance

BUDGET PERIOD:	SFY 14 - 15		
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Angela Bovill, President/CEO	\$195,000	0.00%	\$0.00
Lisa Cohen, Chief Financial Officer	\$158,000	0.00%	\$0.00
Michael Muzzy, Director of Operations - GNG	\$72,000	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

Robert E. Buckley



OBJECTIVE:

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

QUALIFICATIONS:

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

EXPERIENCE:

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

EDUCATION & TRAINING:

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

EMPLOYMENT HISTORY:

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

Susan K. Swain

Marketing and Development Manager NH/MA- Good News Garage-LSS

Manchester, New Hampshire
September 2007 - present

Marketing

- Produced and implemented marketing plan to promote and brand Good News Garage-LSS throughout New Hampshire and Massachusetts
- Developed and managed marketing budget including negotiating and managing contracts for all paid advertising
- Analyzed marketing data to maximize return on advertising dollars
- Created multiple presentations and booth displays for events, expos and speeches
- Led all marketing efforts including press releases, public service announcements, radio ads, articles, mailings, web site updates, TV stories, presentations, media requests, and social media
- Coordinated marketing efforts with LSS, Vermont and Connecticut GNG staff

Development

- Contributed to a significant increase in car donations from previous years
- Applied for and received grants from the Women's Fund of New Hampshire, The Bishop's Charitable Assistance Fund and the Concord Junior Service League
- Supported the *Cars for a Cause Good News Garage Benefit Car Show* which is sponsored by a NH business
- Initiated outreach efforts to car dealerships, businesses, churches, community organizations and other non-profits to increase Good News Garage awareness, car donations and increase financial giving

Community Outreach and Volunteers

- Initiated and implemented inaugural NH Program Committee and recruited representatives from businesses, academia, elected officials, agencies and non-profit organizations and citizens
- Initiated dialogue and cooperative efforts with other agencies including NH Housing, CAN, Manchester Community Resource Center, CATCH, More Than Wheels, Families in Transition, etc.
- Recruited and managed volunteer groups from schools, youth groups and scout troops
- Identified and contacted regional Christian organizations in an effort to promote GNG-LSS

Executive Director- Dress For Success New Hampshire

Concord, New Hampshire
February 2006 - June 2007

Directed statewide, non-profit organization from a home office. Dress for Success NH is a Concord-based non-profit that annually serves approximately 300 disadvantaged women.

Other Projects

- Coordinated all activities for the county's annual 5-year Capital Improvements Budget (CIP)
- Worked on county-wide naming and numbering for enhanced 911 service
- Assisted with the development and writing of the Montgomery County Open Space Plan

Education: B.A. Urban Affairs and Planning, August 1987
Virginia Tech, Blacksburg, Virginia

Shawna M. Barry

OBJECTIVE

Responsible and analytical individual seeks a position within the Accounting field that allows me to contribute five years of bookkeeping experience that will bring a detail-oriented and conscientious approach to the productivity and accuracy of company paperwork and data entry

EDUCATION

HESSER COLLEGE: Manchester, NH

Graduated October 2012

Associate's Degree in Accounting: Cumulative GPA 3.24/4.0

Relevant Course Work

Spreadsheet Management

- Principles of Management
- Accounting I & II
- Intermediate Accounting I
- Cost Accounting I
- QuickBooks Pro 2005
- Introduction to Business Law
- Computer Accounting Applications

WORK EXPERIENCE

GOOD NEWS GARAGE: Manchester, NH

November 2007 – Present

Administrative Assistant/Bookkeeper/Volunteer Worker

- Responsible for printing labels for file folders as requested
- Perform accurate company documentation and filed away
- Accountable for inputting client, vehicle and bills information into Access
- Demonstrate clear and friendly communication with customers at all times
- Exhibits excellent multi-tasking ability by answering phones, scheduling and office supply orders
- Type up State of NH contracts, Thank You letters and 1098C forms to donors

WALGREEN'S PHARMACY: West Palm Beach, FL *January 1998 – November 2004*

Systems Inventory Specialist/Photo Department Manager/Cashier

- Responsible for ordering supplies for the store/photo department
- Demonstrate clear and friendly communication with customers at all times
- Exhibits excellent multi-tasking by answering phones, running the photo machine and cash register
- Accountable for inventorying the merchandise for the store
- Responsible for resetting the shelves and pegs for new merchandise to be put on the shelves
- Accountable for scanning the deliveries in and out

VOLUNTEER EXPERIENCE

SOUTHERN NH SERVICES: Manchester, NH

June 2005 – August 2005

Volunteer Worker

- Responsible for printing labels for file folders and filing
- Responsible for putting all the information received in the correct file

Nicholas G. Lantagne


nlantagne@goodnews
garage.org

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



Cameron J. White

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

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

Program Manager **Bob Buckley** 

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

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

Supervisor **Colleen Landry** 

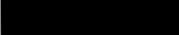
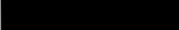
4/2011-8/2011 **Starving Artists Movers** **Concord, N.H.**
Mover/Packer

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

Supervisor **Chris Babbitt** 

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

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

Supervisor **Dennis Damiano** 
Supervisor **Rajat Bhattacharya** 
Supervisor **John Dunkle** 

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

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

Owner **Timothy Therrien** 

Olga I. Roy



Olga I. Roy

OBJECTIVE: A career oriented position utilizing acquired skills, education and experience in a banking, hotel, and customer services environment which provides opportunity for continued challenge, responsibility and professional growth.

QUALIFICATIONS: Includes over six years in variety of banking and over ten years customer

Services capacities involving:

- Extensive experience in all aspects of teller line management encompassing vault security and balance responsibilities in addition to both operations and personnel supervision.
- An in-depth knowledge and philosophy of providing quality, conscientious customer service aimed at fostering continued customer satisfaction and confidence.
- In a supervisory role managing a staff of seven with direct input into training and scheduling as performance evaluation functions.
- Comprehensive background with wide range of retail banking products including credit cards and reconciliation services.
- Knowledge of the New Hampshire laws as per Motor Vehicle registrations and title. Property taxes and waste water collection, knowledge of liens.
- Additional skill/experience: language fluency in both Spanish and English, clerical activities, typing, filing, research, etc.

EDUCATION:

- Psychology Program – Lowell University – Lowell, MA
- Psychology Program – InterAmerican University – San German PR

EMPLOYMENT:

2011 – Present

Administrative Assistant, Good News

Garage - LSS, Inc

- Computer data entry, filing, answering the phone, filtering donors and client's information, conducting interviews with clients and participating in vehicle deliveries when necessary.

2011 – 2011

Payroll Clerk, Payroll Matters

- Adding and verifying payroll hours received by phone or faxes.
- Checking information and hours once payroll is done, calling clients as needed with totals or advising payroll is ready for pick-up.
- Organizing all payroll materials to be mailed.

GOOD NEWS GARAGE – LSS, INC.
331 N. Winooski Ave.
Burlington, VT 05401
802-864-3667/802-864-6033 (f)
Board of Directors
2012 - 2013

Jeff Kinney, Chair

William Swanson

Angela Bovill

Don Sweet

Corporate Officers:

Garth Greimann

President	Angela Wallingford-Bovill abovill@lssne.org
Executive VP	Lisa Cohen lcohen@lssne.org
Treasurer	Nicholas Russo nrusso@lssne.org
Clerk	Alana Geary ageary@lssne.org

The Rev. Carl J. Anton

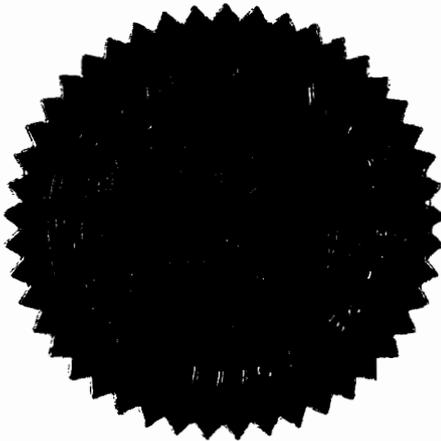
Gail Bucher

Karen Gaylin

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOOD NEWS GARAGE-LSS, INC. is a New Hampshire nonprofit corporation formed October 18, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2013

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

William M. Gardner
Secretary of State



149653

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2012

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

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

PRODUCER Commercial Lines - (212) 682-7500 Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue, 7th Floor New York, NY 10017	CONTACT NAME: Selina Palermo PHONE (A/C, No, Ext): 2126827500 E-MAIL ADDRESS: selina.palermo@wellsfargo.com	FAX (A/C, No): 8774021299
	INSURER(S) AFFORDING COVERAGE	
INSURED Lutheran Social Services of New England Inc. c/o Lutheran Social Services of New England 14 East Worcester Street Worcester, MA 01604	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 5173007** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		PHPK901998	08/01/2012	08/01/2013	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 25,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Human Services Prof Liab	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK901998	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			Comp. Ded. \$1,000			BODILY INJURY (Per person)	\$
			Coll. Ded. \$1,000			BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	10WBAC3925	08/12/2012	08/12/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Proof of Insurance
RE Good New Garage

CERTIFICATE HOLDER

Department of Health and Human Services
 Division of Family Assistance
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

(This certificate replaces certificate# 5137555 issued on 11/1/2012)