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

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 2, 2014

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

Retroactive
sole source
100% Federal funds

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Division of Family Assistance to enter into a **retroactive, sole source** agreement with New Hampshire Catholic Charities d/b/a New Hampshire Food Bank (Vendor #177165 B003), 700 East Industrial Park Drive, Manchester NH 03109, to provide outreach activities and assistance to individuals regarding the Food Stamp Program, in an amount not to exceed \$13,097. This amount represents an award retroactive to February 1, 2014, upon Governor and Executive Council approval, through September 30, 2014.

Funds to support this request are available in the following accounts with the authority to adjust encumbrances between State fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-45-61250000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES**

SFY	Class/Object	Class Title	Activity Number	Budget
2014	102-500731	Contracts for Program Services	45068005	\$9,823
2015	102-500731	Contracts for Program Services	45068005	\$3,274
			Total:	\$13,097

EXPLANATION

This request is **retroactive** due to the late submission of the Federal Fiscal Year 2014 Outreach Plan, which requires the Department to be the "pass through" agent for the United States Department of Agriculture Food and Nutrition Service funding.

This agreement is **sole source** because the United States Department of Agriculture Food and Nutrition Service required the Department of Health and Human Services to designate a partner agency when submitting the Federal Fiscal Year 2014 Outreach Plan for funding. The

New Hampshire Catholic Charities d/b/a the New Hampshire Food Bank was identified as the designee in the Federal Fiscal Year 2014 Outreach Plan.

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

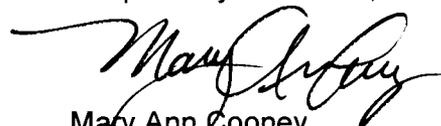
Should Governor and Council not authorize this request, individuals who are eligible to receive food stamps will not benefit from nutrition and lifestyle educational opportunities available through the NH Food Bank, which are designed to improve the health and well-being of New Hampshire citizens. Further,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

Area Served: Statewide.

Source of Funds: 100% Federal Funds.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner

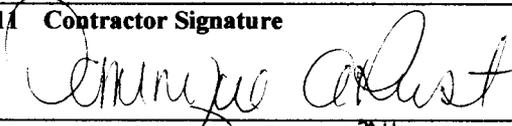
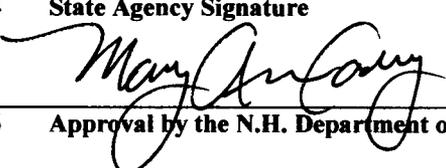
Subject: SNAP - Ed Food Stamp Outreach Activities

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 & Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Catholic Charities d/b/a New Hampshire Food Bank		1.4 Contractor Address 700 East Industrial Park Drive Manchester, NH 03109	
1.5 Contractor Phone Number (603) 669-9725 Ext 145 hcostello@nhfoodbank.org	1.6 Account Number 045-61250000-102500731	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$13,097
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dominique A. Rust, VP+COO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>4/21/14</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 Gloria J. Jacobson, Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY Ann Conroy Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/16/14</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: DAR
Date: 2/17/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: DAZ
Date: 8/14/14

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.



Exhibit A

Scope of Services

1. Services to be Provided

- 1.1. The Contractor shall create a part time Food Stamp Outreach Coordinator position.
- 1.2. The Contractor shall ensure the position performs outreach activities as well as provides assistance to individuals with online food stamp applications. Activities and assistance shall include but are not limited to:
 - 1.2.1. Ensuring that the Contractors website includes an up to date Food Stamp Outreach link that redirects users to the New Hampshire EASY application.
 - 1.2.2. Collaborating with and assisting the Department with marketing and outreach efforts to alert potential clients to the availability of the on-line Food Stamp application.
 - 1.2.3. Assisting potential Food Stamp clients, with the on-line Food Stamp application process as needed/requested.
 - 1.2.4. Providing individuals with instructions and guidance on how to apply for Food Stamps on-line.

2. Reporting Requirements

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

3. Requirements of Delivery of Services

- 3.1. The Contractor shall ensure Food Stamp Outreach Coordinator spends his or her time assisting individuals with the on-line Food Stamp applications at agencies that consistently encourage their clients apply for Food Stamps on-line.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and shall be in accordance with Exhibit B-1 and Exhibit B-2.
2. This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #10.561, Federal Agency, United States Department of Agriculture, Program Title, Supplemental Nutrition Assistance Program.
3. Invoices must be submitted monthly within thirty (30) days of the end of the previous month, with in-kind match funds documented. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
4. Invoices and reports specified in Exhibit A, Scope of Services, Section 2, Reporting Requirements must be submitted to:

Attn: Mary Calise, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
5. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

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

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

Budget Request for: SNAP - Ed Food Stamp Outreach Activities

Budget Period: October 13, 2013 through June 30, 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHR Contract share		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 15,960.75	\$ 512.25	\$ 16,473.00	\$ -	\$ 6,135.00	\$ 512.25	\$ 6,650.25
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00
6. Travel	\$ 2,471.25	\$ -	\$ 2,471.25	\$ -	\$ 2,471.25	\$ -	\$ 2,471.25
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 326.25	\$ -	\$ 326.25	\$ -	\$ 326.25	\$ -	\$ 326.25
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 16,133.25	\$ 512.25	\$ 16,645.50	\$ -	\$ 9,822.75	\$ 512.25	\$ 10,335.00
Indirect As A Percent of Direct					2.7%		

Contractor Initials: *AK*
Date: *3/10/14*

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

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

Budget Request for: SNAP - Ed Food Stamp Outreach Activities

Budget Period: July 1, 2014 through September 30, 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by Other Sources / Match		Total
	Direct Indirect	Total	Direct Indirect	Total	Direct Indirect	Total	
1. Total Salary/Wages	\$ 5,320.25	\$ 170.75	\$ 5,491.00	\$ -	\$ 5,491.00	\$ -	\$ 5,491.00
2. Employee Benefits	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-
6. Repair and Maintenance	-	-	-	-	-	-	-
7. Purchase/Depreciation	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-
13. Office	125.00	-	125.00	-	125.00	-	125.00
14. Travel	823.75	-	823.75	-	823.75	-	823.75
15. Occupancy	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-
17. Telephone	108.75	-	108.75	-	108.75	-	108.75
18. Postage	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-
25. Staff Education and Training	-	-	-	-	-	-	-
26. Subcontract/Agreements	-	-	-	-	-	-	-
27. Other (specific details mandatory)	-	-	-	-	-	-	-
TOTAL	\$ 6,377.75	\$ 170.75	\$ 6,548.50	\$ -	\$ 6,548.50	\$ -	\$ 6,548.50
Indirect As A Percent of Direct		2.7%					

Contractor Initials: DAR
Date: 3/17/14



SPECIAL PROVISIONS

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

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

DAK

3/17/14



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

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

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

BAR
Date 2/11/14



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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3/17/11



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]

3/17/01



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

3/17/14
Date

Contractor Name:
Dominique A. Rust
Name: Dominique A. Rust
Title: VPTCCO

Contractor Initials, DR
Date 3/17/14



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

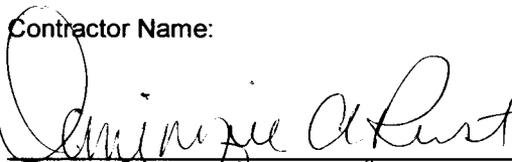
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

3/17/14
Date

Contractor Name:

Name: Dominique A. Rust
Title: VP + CCO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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3/17/14



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

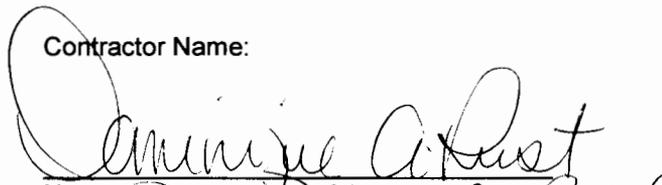
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3/17/14
Date

Contractor Name:

Name: Dominique A. Rust
Title: VP + COE

Contractor Initials DR
Date 3/17/14

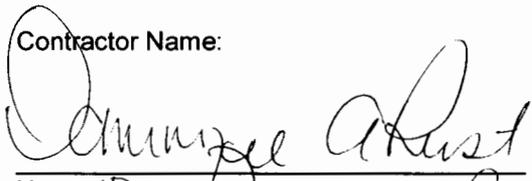


**CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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.

3/17/14
Date

Contractor Name:

Name: Dominique G. Rust
Title: VP+CCO

Contractor Initials DGR
Date 3/17/14



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.

3/17/14
Date

Contractor Name:

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

Contractor Initials DAK
Date 3/17/14



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.

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.

DAK

3/17/14



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

[Handwritten Signature]
Date *3/17/14*



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.

DAK
3/17/14



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

3/17/14
Date

5/2/14
Date

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

State Agency Name:
NH DHHS
Mary Ann Cooney
Name: Mary Ann Cooney
Title: Associate Compliance



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

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

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

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

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

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

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

3/17/14
Date

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



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Catholic Charities is a New Hampshire nonprofit corporation formed March 7, 1946. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of New Hampshire Catholic Charities.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 7/1/2013 :
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21 day of April, 2014.
(Date Contract Signed)

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

of the Agency.

Thomas Blonski
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of April, 2014.

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

Gloria J. Jacobson
(Notary Public, Justice of the Peace)

Commission Expires: 1-11-17

NEW HAMPSHIRE CATHOLIC CHARITIES

MEETING OF THE TRUSTEES [July 1, 2013]

BY WRITTEN CONSENT

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

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

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

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

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

7.1.13

Date



Gary Bouchard
Secretary



INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying statements of financial position of **New Hampshire Catholic Charities** (a non-profit organization) as of March 31, 2013 and 2012, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

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

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

Basis for Qualified Opinion

As discussed in Note 2 to the financial statements, the organization's recorded contributions from its annual appeal include amounts collected on behalf of the organization by the parishes of the Diocese of Manchester, New Hampshire. It is not practical to extend our audit procedures to evaluate the internal control at the parishes, and therefore, we are unable to obtain reasonable assurance that all contributions collected by the parishes on behalf of the organization were properly received and recorded.

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

Page 2

Qualified Opinion

In our opinion, except for the possible effects of the matter discussed in the Basis for Qualified Opinion paragraph, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of New Hampshire Catholic Charities as of March 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the basic financial statements as a whole. The supplemental combining information contained on pages 3 to 8 and the supplemental schedules of operating expenses (before eliminations); salaries, wages and temporary employee expenses (before eliminations); and statements of financial position and statements of activities for the Rehabilitation and Nursing Centers (before eliminations) included in Exhibits I, II, III and IV are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits 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, except for the effects of any adjustments that might have resulted had the receipts from certain voluntary contributions been susceptible to satisfactory audit tests, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Howe, Riley + Howe, PLLC

July 31, 2013

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Financial Position with Supplemental Combining Information
March 31, 2013

	UNRESTRICTED						RESTRICTED			Totals		
	Supplemental Combining Information						Total Unrestricted	Temporarily Restricted	Permanently Restricted		Eliminations & Reclassifications	
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home						
CURRENT ASSETS												
Cash and cash equivalents	1,014,084	49,345	11,149,040	1,577,295	752	385,720	14,176,236	999,765	-	(960,405)	14,215,596	
Bond escrow funds	-	-	226,511	126,410	-	-	352,921	-	-	-	352,921	
Accounts receivable:												
Services, net of allowance for doubtful accounts of \$479,427	236,369	58,062	4,815,861	-	56,867	105,431	5,272,590	-	-	(354,887)	5,272,590	
Affiliates	300,083	-	37,944	-	-	23,367	361,394	-	-	-	6,507	
Pledges receivable	607,235	67,961	-	-	-	-	675,196	-	-	-	675,196	
Inventory	-	468,611	-	-	-	-	468,611	-	-	-	468,611	
Prepaid expenses	123,644	19,263	236,915	500	5,181	5,117	390,620	-	-	-	390,620	
Patient/tenant/other cash held in trust	4,862	-	143,928	99,997	-	-	248,787	-	-	-	248,787	
Total current assets	2,286,277	663,242	16,610,199	1,804,202	62,800	519,635	21,946,355	999,765	-	(1,315,292)	21,630,828	
TEMPORARILY RESTRICTED CASH	-	-	-	-	-	-	-	182,294	-	-	182,294	
FIXED ASSETS												
Land and land improvements	737,259	-	551,966	35,665	-	185,074	1,509,964	12,200	-	-	1,522,164	
Buildings and improvements	8,803,481	29,495	17,464,678	5,326,475	-	1,492,545	33,116,674	69,390	-	-	33,186,064	
Equipment and vehicles	976,086	960,775	3,654,942	79,812	11,738	323,013	6,006,366	-	-	-	6,006,366	
Furniture and fixtures	301,208	62,437	2,440,981	157,338	-	95,601	3,057,565	-	-	-	3,057,565	
Leasehold improvements	1,125,931	-	11,324	-	-	-	1,137,255	-	-	-	1,137,255	
Construction in process	23,070	1,775	3,377,306	23,500	-	22,833	3,448,484	-	-	-	3,448,484	
	11,967,035	1,054,482	27,501,197	5,622,790	11,738	2,119,066	48,276,308	81,590	-	-	48,357,898	
Less: accumulated depreciation and amortization	3,682,719	634,791	18,548,498	3,436,078	9,392	1,354,735	27,666,213	63,846	-	-	27,730,059	
Fixed assets, net	8,284,316	419,691	8,952,699	2,186,712	2,346	764,331	20,610,095	17,744	-	-	20,627,839	
OTHER ASSETS												
Investments, at fair value	7,894,904	-	6,972,378	780,470	-	810,749	16,458,501	2,887,289	1,665,617	-	21,011,407	
Capitalized bond fees, less accumulated amortization of \$195,464	-	-	74,713	41,650	-	-	116,363	-	-	-	116,363	
Bond escrow funds, net of current portion above	-	-	241,074	135,424	-	-	376,498	-	-	-	376,498	
Other assets held for restrictive purposes	-	-	4,620,509	887,110	-	-	5,507,619	-	31,297	-	5,538,916	
Pledges receivable, less current portion above	132,453	-	-	-	-	-	132,453	-	-	-	132,453	
Intangible assets	-	-	-	-	159,621	-	159,621	-	-	-	159,621	
Accounts receivable - affiliate	-	-	181,116	-	-	-	181,116	-	-	(181,116)	-	
Other, net of allowance of \$113,942	59,342	-	106,645	-	-	-	165,987	-	-	-	165,987	
Total other assets	8,086,699	-	12,196,435	1,844,654	159,621	810,749	23,098,158	2,887,289	1,696,914	(181,116)	27,501,245	
Total	\$ 18,657,292	\$ 1,082,933	\$ 37,759,333	\$ 5,835,568	\$ 224,767	\$ 2,094,715	\$ 65,654,608	\$ 4,087,092	\$ 1,696,914	\$ (1,496,408)	\$ 69,942,206	

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Financial Position with Supplemental Combining Information
March 31, 2013

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

	UNRESTRICTED						RESTRICTED				
	Supplemental Combining Information										
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Unrestricted	Temporarily Restricted	Permanently Restricted	Eliminations & Reclassifications	Totals
Current portion of mortgage bonds payable	-	-	198,497	111,503	-	-	310,000	-	-	-	310,000
Accounts payable:											
Trade	107,266	83,000	2,343,369	23,840	3,679	16,166	2,577,320	-	-	-	2,577,320
Other	-	49,098	546,419	-	-	-	595,517	-	-	-	595,517
Affiliates	292,453	191,004	-	181,116	726,728	-	1,391,301	132,850	-	(1,496,408)	27,743
Accrued expenses:											
Salaries and wages	188,055	44,605	1,089,661	-	18,644	22,371	1,363,336	-	-	-	1,363,336
Interest	-	-	27,650	14,482	-	-	42,132	-	-	-	42,132
Deferred income	-	-	110,656	-	-	-	110,656	-	-	-	110,656
Employee benefits payable	37,263	-	983,495	-	4,804	28,831	1,054,393	-	-	-	1,054,393
Patient/tenant/other cash held in trust payable	4,862	-	143,928	99,997	-	-	248,787	-	-	-	248,787
Total current liabilities	629,899	367,707	5,443,675	430,938	753,855	67,368	7,693,442	132,850	-	(1,496,408)	6,329,884
MORTGAGE BONDS PAYABLE, less current	-	-	2,410,758	1,354,242	-	-	3,765,000	-	-	-	3,765,000
Total liabilities	629,899	367,707	7,854,433	1,785,180	753,855	67,368	11,458,442	132,850	-	(1,496,408)	10,094,884

NET ASSETS

Unrestricted	18,027,393	715,226	29,904,900	4,050,388	(529,088)	2,027,347	54,196,166	-	-	-	54,196,166
Temporarily restricted	-	-	-	-	-	-	-	3,954,242	-	-	3,954,242
Permanently restricted	-	-	-	-	-	-	-	-	1,696,914	-	1,696,914
Total net assets	18,027,393	715,226	29,904,900	4,050,388	(529,088)	2,027,347	54,196,166	3,954,242	1,696,914	-	59,847,322
Total	\$ 18,657,292	\$ 1,082,933	\$ 37,759,333	\$ 5,835,568	\$ 224,767	\$ 2,094,715	\$ 65,654,608	\$ 4,087,092	\$ 1,696,914	\$ (1,496,408)	\$ 69,942,206

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Financial Position with Supplemental Combining Information
March 31, 2012

	UNRESTRICTED						RESTRICTED				
	Supplemental Combining Information										
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Unrestricted	Temporarily Restricted	Permanently Restricted	Eliminations & Re-classifications	Totals
CURRENT ASSETS											
Cash and cash equivalents	2,854	-	12,624,837	856,929	920	325,932	13,811,472	604,834	-	(667,340)	13,748,966
Bond escrow funds	-	-	207,087	115,484	-	-	322,571	-	-	-	322,571
Accounts receivable:											
Services, net of allowance for doubtful accounts of \$433,100	167,149	57,098	3,798,085	4,516	69,334	48,314	4,144,496	-	-	-	4,144,496
Affiliates	223,043	-	34,029	413,500	-	20,853	691,425	-	-	(660,349)	31,076
Pledges receivable	787,660	8,339	-	-	-	-	795,999	-	-	-	795,999
Inventory	-	252,534	-	-	-	-	252,534	-	-	-	252,534
Prepaid expenses	109,321	4,103	233,479	2,399	2,167	6,685	358,354	-	-	-	358,354
Patient/tenant cash held in trust	47,701	-	134,738	98,796	-	-	281,235	-	-	-	281,235
Total current assets	1,337,928	322,074	17,032,255	1,491,624	72,421	401,784	20,658,086	604,834	-	(1,327,689)	19,935,231
TEMPORARILY RESTRICTED CASH	-	-	-	-	-	-	-	151,160	-	-	151,160
FIXED ASSETS											
Land and land improvements	756,708	-	547,813	35,204	-	185,074	1,524,799	12,200	-	-	1,536,999
Buildings and improvements	9,399,013	28,315	17,409,463	5,323,824	-	1,457,032	33,617,647	69,390	-	-	33,687,037
Equipment and vehicles	991,264	993,418	3,616,550	56,244	11,738	302,360	5,971,574	-	-	-	5,971,574
Furniture and fixtures	301,857	71,150	2,345,536	160,528	-	94,442	2,973,513	-	-	-	2,973,513
Leasehold improvements	1,107,360	-	11,324	-	-	-	1,118,684	-	-	-	1,118,684
Construction in process	12,569,112	1,092,883	24,380,301	5,575,800	11,738	2,039,811	45,669,645	81,590	-	-	45,751,235
Less: accumulated depreciation and amortization	3,541,025	578,769	17,933,661	3,265,107	6,976	1,273,128	26,598,666	61,071	-	-	26,659,737
Fixed assets, net	9,028,087	514,114	6,446,640	2,310,693	4,762	766,683	19,070,979	20,519	-	-	19,091,498
OTHER ASSETS											
Investments, at fair value	7,039,982	-	6,190,260	696,732	-	702,908	14,629,882	2,566,906	1,665,617	-	18,862,405
Capitalized bond fees, less accumulated amortization of \$182,991	-	-	82,724	46,111	-	-	128,835	-	-	-	128,835
Bond escrow funds, net of current portion above	-	-	260,924	146,575	-	-	407,499	-	-	-	407,499
Other assets held for restrictive purposes	-	-	3,781,120	744,897	-	-	4,526,017	-	31,297	-	4,557,314
Pledge receivable, less current portion above	272,618	-	-	-	-	-	272,618	-	-	-	272,618
Intangible assets	-	-	-	-	243,171	-	243,171	-	-	-	243,171
Accounts receivable - affiliate	39,139	-	181,116	-	-	-	181,116	-	-	(181,116)	-
Other, net of allowance of \$114,162	-	-	106,645	-	-	-	145,784	-	-	-	145,784
Total other assets	7,351,739	-	10,602,789	1,634,315	243,171	702,908	20,534,922	2,566,906	1,696,914	(181,116)	24,617,626
Total	\$ 17,717,754	\$ 836,188	\$ 34,081,684	\$ 5,436,632	\$ 320,354	\$ 1,871,375	\$ 60,263,987	\$ 3,343,419	\$ 1,696,914	\$ (1,508,805)	\$ 63,795,515

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Financial Position with Supplemental Combining Information
March 31, 2012

LIABILITIES AND NET ASSETS

	UNRESTRICTED						RESTRICTED		Eliminations & Reclassifications	Totals
	Supplemental Combining Information						Temporarily Restricted	Permanently Restricted		
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Unrestricted			
CURRENT LIABILITIES										
Current portion of mortgage bonds payable	-	-	188,890	106,110	-	-	295,000	-	-	295,000
Accounts payable:										
Trade	225,864	16,810	1,173,025	26,703	2,063	19,310	1,463,775	541	-	1,464,316
Other	20,467	19,243	515,486	-	-	-	555,196	-	-	555,196
Affiliates	441,215	111,420	62,939	181,116	616,971	-	1,413,661	122,858	(1,508,805)	27,714
Accrued expenses:										
Salaries and wages	191,531	27,563	1,029,712	-	20,475	15,996	1,285,277	-	-	1,285,277
Interest	-	-	29,460	15,499	-	-	44,959	-	-	44,959
Deferred income	-	-	52,090	-	-	-	52,090	-	-	52,090
Employee benefits payable	29,739	-	995,172	-	5,491	26,009	1,056,411	-	-	1,056,411
Patient/tenant cash held in trust payable	47,701	-	134,738	98,796	-	-	281,235	-	-	281,235
Total current liabilities	956,517	175,036	4,181,512	428,224	645,000	61,315	6,447,604	123,399	(1,508,805)	5,062,198
MORTGAGE BONDS PAYABLE, less current										
Total liabilities	956,517	175,036	6,790,766	1,893,970	645,000	61,315	10,522,604	123,399	(1,508,805)	9,137,198
NET ASSETS										
Unrestricted	16,761,237	661,152	27,290,918	3,542,662	(324,646)	1,810,060	49,741,383	-	-	49,741,383
Temporarily restricted	-	-	-	-	-	-	-	3,220,020	-	3,220,020
Permanently restricted	-	-	-	-	-	-	-	-	1,696,914	1,696,914
Total net assets	16,761,237	661,152	27,290,918	3,542,662	(324,646)	1,810,060	49,741,383	3,220,020	1,696,914	54,658,317
Total	\$ 17,717,754	\$ 836,188	\$ 34,081,684	\$ 5,436,632	\$ 320,354	\$ 1,871,375	\$ 60,263,987	\$ 3,343,419	\$ (1,508,805)	\$ 63,795,515

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Activities with Supplemental Combining Information
For the Year Ended March 31, 2013

	UNRESTRICTED					RESTRICTED			Eliminations & Reclassifi- cations	Totals
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Unrestricted	Temporarily Restricted		
REVENUE, GAINS AND OTHER SUPPORT:										
Patient and resident services, net	-	-	40,199,275	1,231,277	500,700	684,407	42,615,659	-	-	42,615,659
Annual appeal	3,079,029	7,676	-	-	-	-	3,086,705	-	-	3,086,705
Bequests, donations and fundraising	1,303,708	3,412,575	54,159	-	-	392,685	5,163,127	735,134	-	5,898,261
Capital campaign contributions	598,409	-	-	-	-	-	598,409	-	-	598,409
In-kind donations	35,307	12,471,958	10,793	3,408	-	16,670	12,538,136	-	-	12,538,136
Net assets released from restriction	262,694	3,067	-	-	-	57,539	323,300	(323,300)	-	-
Management fee income	166,140	-	-	-	-	-	166,140	-	-	166,140
Other	1,118,061	557,121	170,898	7,456	-	-	1,853,536	-	(345,000)	1,508,536
Total revenue, gains and other support	6,563,348	16,452,397	40,435,125	1,242,141	500,700	1,151,301	66,345,012	411,834	(345,000)	66,411,846
EXPENSES:										
Program services:										
Rehabilitation and nursing centers, including interest of \$14,957	-	-	37,330,632	-	-	-	37,330,632	-	-	37,330,632
Family services	688,685	-	-	-	-	-	688,685	-	-	688,685
Parish outreach	910,266	-	-	-	-	-	910,266	-	-	910,266
Children's home	64,186	-	-	-	-	992,266	1,056,452	-	-	1,056,452
Senior living communities, including interest of \$87,047	-	-	-	783,765	-	-	783,765	-	-	783,765
Home health services	-	-	-	-	687,238	-	687,238	-	-	687,238
Unmarried mothers and adoption	84,412	-	-	-	-	-	84,412	-	-	84,412
Food bank program	-	16,310,628	-	-	-	-	16,310,628	-	(345,000)	15,965,628
Food bank real estate	290,712	-	-	-	-	-	290,712	-	-	290,712
Our Place	269,364	-	-	-	-	-	269,364	-	-	269,364
Residence for infirmed priests	948,332	-	-	-	-	-	948,332	-	-	948,332
Immigration	667,847	-	-	-	-	-	667,847	-	-	667,847
Other programs	242,460	-	-	-	-	-	242,460	-	-	242,460
Fundraising:										
Annual campaign and other events	965,268	87,765	-	-	-	-	1,053,033	-	-	1,053,033
Capital campaign	122,708	-	-	-	-	-	122,708	-	-	122,708
Support services:										
General and administrative	916,053	-	1,346,796	41,664	17,904	53,652	2,376,069	4,982	-	2,381,051
Total expenses	6,170,293	16,398,393	38,677,428	825,429	705,142	1,045,918	63,822,603	4,982	(345,000)	63,482,585
INVESTMENT INCOME, net	873,101	70	856,285	91,014	-	111,904	1,932,374	327,370	-	2,259,744
CHANGE IN NET ASSETS	1,266,156	54,074	2,613,982	507,726	(204,442)	217,287	4,454,783	734,222	-	5,189,005
NET ASSETS - beginning of year	16,761,237	661,152	27,290,918	3,542,662	(324,646)	1,810,060	49,741,383	3,220,020	-	54,658,317
NET ASSETS - end of year	\$ 18,027,393	\$ 715,226	\$ 29,904,900	\$ 4,050,388	\$ (529,088)	\$ 2,027,347	\$ 54,196,166	\$ 3,954,242	\$ 1,696,914	\$ 59,847,322

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Activities with Supplemental Combining Information
For the Year Ended March 31, 2012

	UNRESTRICTED						RESTRICTED		Eliminations & Reclassifi- cations	Totals
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Unrestricted	Temporarily Restricted		
REVENUE, GAINS AND OTHER SUPPORT:										
Patient and resident services, net	-	-	39,045,251	1,144,384	455,493	547,563	41,192,691	-	-	41,192,691
Annual appeal	3,045,376	15,083	-	-	-	-	3,060,459	-	-	3,060,459
Bequests, donations and fundraising	1,772,786	3,334,050	44,970	-	-	264,318	5,416,124	459,962	-	5,876,086
Capital campaign contributions	1,200,078	-	-	-	-	-	1,200,078	-	-	1,200,078
In-kind donations	45,861	11,708,658	16,399	3,603	-	20,711	11,795,232	-	-	11,795,232
Net assets released from restriction	229,071	-	-	-	-	31,664	260,735	(260,735)	-	-
Management fee income	172,248	-	-	-	-	-	172,248	-	-	172,248
Other	1,096,522	528,363	163,854	3,298	-	-	1,792,037	-	(361,248)	1,430,789
Total revenue, gains and other support	7,561,942	15,586,154	39,270,474	1,151,285	455,493	864,256	64,889,604	199,227	(361,248)	64,727,583
EXPENSES:										
Program services:										
Rehabilitation and nursing centers, including interest of \$165,634	-	-	36,828,257	-	-	-	36,828,257	-	-	36,828,257
Family services	759,883	-	-	-	-	-	759,883	-	-	759,883
Parish outreach	778,280	-	-	-	-	-	778,280	-	-	778,280
Children's home	40,499	-	-	-	-	904,358	944,857	-	-	944,857
Senior living communities, including interest of \$93,046	-	-	-	791,780	-	-	791,780	-	-	791,780
Home health services	-	-	-	-	534,894	-	534,894	-	-	534,894
Unmarried mothers and adoption	78,388	-	-	-	-	-	78,388	-	-	78,388
Food bank program	-	15,433,630	-	-	-	-	15,433,630	-	(361,248)	15,072,382
Food bank real estate	281,603	-	-	-	-	-	281,603	-	-	281,603
Our Place	250,076	-	-	-	-	-	250,076	-	-	250,076
Residence for infirmed priests	957,405	-	-	-	-	-	957,405	-	-	957,405
Immigration	662,883	-	-	-	-	-	662,883	-	-	662,883
Other programs	256,925	-	-	-	-	-	256,925	-	-	256,925
Fundraising:										
Annual campaign and other events	875,549	44,345	-	-	-	-	919,894	-	-	919,894
Capital campaign	342,717	-	-	-	-	-	342,717	-	-	342,717
Support services:										
General and administrative	598,740	-	1,446,240	44,172	18,816	56,534	2,164,502	2,650	-	2,167,152
Total expenses	5,882,948	15,477,975	38,274,497	835,952	553,710	960,892	61,985,974	2,650	(361,248)	61,627,376
INVESTMENT INCOME, net										
	330,105	9	399,025	41,308	-	50,735	821,182	42,807	-	863,989
CHANGE IN NET ASSETS										
	2,009,099	108,188	1,395,002	356,641	(98,217)	(45,901)	3,724,812	239,384	-	3,964,196
NET ASSETS - beginning of year	14,752,138	552,964	25,895,916	3,186,021	(226,429)	1,855,961	46,016,571	2,980,636	-	50,694,121
NET ASSETS - end of year	\$ 16,761,237	\$ 661,152	\$ 27,290,918	\$ 3,542,662	\$ (324,646)	\$ 1,810,060	\$ 49,741,383	\$ 3,220,020	\$ -	\$ 54,658,317

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

NEW HAMPSHIRE CATHOLIC CHARITIES

Statements of Cash Flows

For the Years Ended March 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	5,189,005	3,964,196
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,629,612	1,708,828
Impairment of goodwill	67,850	-
Loss on disposal of fixed assets	8,467	18,375
Gain on investments	(1,702,363)	(318,704)
Bad debts	204,066	230,733
Interest paid from bond escrow	244,830	261,362
Investment loss (income) on bond escrow funds	5,458	(315)
Payments to bond escrow for interest	(239,650)	(257,913)
Net investment income reinvested	(446,638)	(379,781)
Food donations received	(12,348,582)	(11,537,710)
Food donations distributed	12,132,506	11,558,763
Donated assets	(9,890)	(133,306)
Decrease (increase) in:		
Accounts receivable	(1,307,590)	693,112
Prepaid expenses	(32,266)	(49,494)
Pledges receivable	260,968	(436,653)
Other assets	(20,203)	(10,481)
Increase (decrease) in:		
Accounts payable and accrued expenses	173,023	76,316
Deferred income	58,566	(68,776)
Contributions restricted for long-term purposes	(57,500)	(500)
Net cash provided by operating activities	<u>3,809,669</u>	<u>5,318,052</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Increase in restricted cash	(1,012,736)	(916,946)
Proceeds from disposal of fixed assets	530,221	3,245
Purchase of fixed assets	<u>(2,613,038)</u>	<u>(1,170,932)</u>
Net cash used for investing activities	<u>(3,095,553)</u>	<u>(2,084,633)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments to bond escrow funds for principal	(304,986)	(289,988)
Contributions restricted for long-term purposes	57,500	500
Net cash used for financing activities	<u>(247,486)</u>	<u>(289,488)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	466,630	2,943,931
CASH AND CASH EQUIVALENTS - beginning of year	<u>13,748,966</u>	<u>10,805,035</u>
CASH AND CASH EQUIVALENTS - end of year	<u>\$ 14,215,596</u>	<u>\$ 13,748,966</u>
<u>SUPPLEMENTAL INFORMATION:</u>		
Interest paid	<u>\$ 239,650</u>	<u>\$ 257,913</u>

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Notes to Financial Statements
March 31, 2013

Note 1 - **Summary of Significant Accounting Policies**

New Hampshire Catholic Charities ("Catholic Charities" or "the organization") is a non-profit organization which provides health and social service programs to individuals throughout the State of New Hampshire. Catholic Charities owns and operates the following non-profit entities: six licensed rehabilitation and nursing centers, one healthcare center, three senior living communities, a home healthcare provider, a food bank and a children's home, all of which are located in New Hampshire.

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

(A) **Financial Statements**

The financial statements include the accounts of the social service activities of New Hampshire Catholic Charities and its wholly-owned agencies and funds: Mount Carmel, St. Vincent de Paul, St. Ann, St. Francis, St. Teresa, and Good Shepherd Rehabilitation and Nursing Centers; Bishop Bradley, Bishop Primeau and Bishop Gendron Senior Living Communities; Trinity Home Care; St. Charles Children's Home; Bishop Peterson Residence; the NH Food Bank; and the associated temporarily and permanently restricted funds. All significant interagency balances and transactions have been eliminated in the accompanying financial statements.

The Food Bank's assets, liabilities, net assets, revenues and expenses are separately stated in the combining information. Any revenue received from and expenses resulting from the capital campaign initiated by the organization on behalf of the Food Bank are considered fundraising revenue or expense. These amounts are included in the Home Office column. The capital campaign funds are used to fund the purchase and renovation of a warehouse used by the Food Bank, land improvements to this property, and fixed equipment. These assets are considered to be owned by the Home Office. The related expenses and depreciation expense for these assets are included in Home Office amounts. Included in Food Bank amounts is rent expense of \$345,000 and \$361,248 for 2013 and 2012, respectively, for the use of the facility, which has been eliminated in the combined totals.

(B) **Patient and Resident Services Revenue, Net**

Net patient and resident services revenue includes income earned from the care of private paying residents and residents covered under the Federal Medicare Program or the State of New Hampshire Medicaid Program as reimbursement of costs incurred in the care of residents in the rehabilitation and nursing centers. The Federal Government and the State of New Hampshire set the rate of reimbursement for the care of residents eligible under the Medicare and Medicaid Programs, respectively. These rates may be less than the actual costs incurred by the facilities to care for the residents. Approximately 74% of the patient services revenue is derived from the Medicaid and Medicare programs (total net patient services revenue was \$40,199,275 in 2013 and \$39,045,251 in 2012).

Net patient and resident services revenue also includes income earned from the State of New Hampshire as reimbursements of costs incurred in the care of children placed at the children's home and costs incurred for home healthcare for Trinity Home Care.

Net patient and resident services revenue is reported at estimated net realizable amounts from residents, third-party payors and others for services rendered. Retroactive adjustments, if any, are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known.

NEW HAMPSHIRE CATHOLIC CHARITIES
Notes to Financial Statements
March 31, 2013

Note 1 - (B) **Patient and Resident Services Revenue, Net** (Continued)

The State of New Hampshire imposes a 5.5% assessment on the net patient services revenue of nursing facilities as a means to potentially increase Medicaid reimbursement rates through quality incentive revenue payments. The accompanying statements of activities include the following amounts related to this legislation:

	2013	2012
Quality incentive revenue (included in patient services revenue, net)	3,150,649	3,332,506
Nursing facility assessment tax (included in rehabilitation and nursing center expenses)	(2,188,035)	(2,150,484)
Net effect on statements of activities	\$ 962,614	\$ 1,182,022

At March 31, 2013 and 2012, the rehabilitation and nursing centers were due \$1,268,626 and \$1,014,408, respectively, in quality incentive revenue and owed \$546,419 and \$515,486, respectively, for nursing facility assessment tax. These amounts are included in accounts receivable and accounts payable, respectively, in the accompanying financial statements.

During 2012, the State of New Hampshire budget reallocated a portion of the nursing facility assessment tax collected to fund home care services which resulted in decreases in the quality incentive revenue received by the rehabilitation and nursing centers.

Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates may change by a material amount in the near term.

The rehabilitation and nursing centers' provider agreements with the State of New Hampshire may require the repayment of depreciation expense that was included as part of the Medicaid reimbursement rate if they were to sell the facilities. The amount of this contingent repayment cannot be determined at this time.

(C) **Accounts Receivable**

The accounts receivable are reported at their estimated net collectible amounts. A substantial portion (approximately 91% in 2013 and in 2012) of the accounts receivable arise from the operations of the rehabilitation and nursing centers, and are primarily due from the Federal government and the State of New Hampshire. Third party payors have time limits for billings. If the rehabilitation and nursing centers do not bill within this time frame, the balance is deemed uncollectible. Management evaluates the outstanding accounts receivable based on an analysis of the aging and the status of the accounts and establishes an allowance for doubtful accounts as a charge to operations through bad debt expense. Uncollectible accounts are charged off against the allowance for doubtful accounts. Delinquency status is determined based on contractual terms. The organization does not generally require collateral for the extension of credit.

(D) **Inventory**

Inventory, which consists primarily of donated food products, is recorded at the estimated fair value at March 31, 2013 and 2012, which approximated the fair value at the date of donation.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 1 - (E) **Fixed Assets**

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

The organization provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the cost or estimated fair value of the assets over their estimated useful lives. Capitalized bond fees are amortized over the terms of the related bonds. Depreciation expense, excluding amortization, was \$1,601,439 in 2013 and \$1,680,655 in 2012.

(F) **Intangible Assets**

The client list, obtained with the 2009 purchase of Trinity Home Care ("THC") (a home healthcare service provider), is being amortized over its estimated useful life of five years using the straight-line method. Amortization expense was \$15,700 for 2013 and 2012. It is THC's policy not to amortize the goodwill recorded as a result of the purchase, but to review goodwill annually for impairment. During 2013, THC recorded an impairment loss of \$67,850.

(G) **Investments**

Investments in marketable securities are valued at their fair values in the statements of financial position. The measurement of fair value is made using the fair value hierarchy established under current accounting standards (see Note 13). Unrealized gains and losses are included in the change in net assets.

(H) **Salary and Expense Allocations**

The home office allocates employee salaries to various salary expense classifications. This allocation is based on management estimates of the percentage of time each individual devotes to each type of service. The home office also allocates administrative expenses to the various programs based on estimates determined by management.

(I) **Federal and State Income Taxes**

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

The organization recognizes the tax benefit of an uncertain tax position only if management determines that it is more likely than not that the tax position would be sustained upon examination by taxing authorities based on the technical merit of the position. Management has determined that as of March 31, 2013 and 2012, the organization did not have any uncertain tax positions. Management believes the organization's filings for the tax years ending before March 31, 2010 are no longer subject to examination by Federal taxing authorities.

(J) **State Unemployment Compensation**

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Notes to Financial Statements
March 31, 2013

Note 1 - (K) **Cash and Cash Equivalents**

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

The organization considers money market accounts and other highly liquid debt securities managed by its investment advisors as investments and not as cash equivalents, since it is the organization's intention to invest these funds for long-term purposes.

The organization customarily maintains amounts on deposit in various bank and brokerage accounts that exceed the limit of Federal deposit insurance coverage. Deposits totaling approximately \$19,400,000 at March 31, 2013 are not covered by Federal deposit insurance, but are substantially collateralized.

(L) **Restricted Support**

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

Temporarily restricted net assets are available for the following purposes at March 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
For the benefit of mentally handicapped individuals	17,744	20,519
For educational scholarships	127,258	112,229
For the benefit of children	590,898	533,051
For the benefit of elderly	1,501,815	1,325,011
Charitable programs	640,348	600,833
Fixed assets	182,294	151,160
For food bank	165,121	89,051
Other	<u>728,764</u>	<u>388,166</u>
	<u>\$ 3,954,242</u>	<u>\$ 3,220,020</u>

Permanently restricted net assets are restricted to investment in perpetuity, the income from which is expendable for specific purposes. The income restrictions and net asset balances are as follows:

	<u>2013</u>	<u>2012</u>
For the benefit of elderly	495,424	495,424
For the benefit of children	636,306	636,306
Charitable programs	533,887	533,887
Other	<u>31,297</u>	<u>31,297</u>
	<u>\$ 1,696,914</u>	<u>\$ 1,696,914</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 1 - (M) **Accounting Estimates**

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

(N) **Annual Campaign**

The organization solicits donations from the general public during its annual campaign. Pledges from the annual campaign that remain uncollected as of the end of the year are recorded in the accompanying financial statements at estimated net collectible amounts.

(O) **Donated Goods and Materials**

Donated goods and materials, including goods donated to the organization's food bank, are reported as support at their estimated fair value at the date of the gift. The food bank donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals.

(P) **Board Designated Net Assets**

The organization's Board of Trustees has designated certain assets be held and used for future long-term capital expenditures of the six rehabilitation and nursing centers and the three senior living communities. These assets totaled \$9,085,192 and \$7,719,740 at March 31, 2013 and 2012, respectively, and are included in other assets held for restrictive purposes and in investments in the accompanying financial statements. The organization may be subject to Medicaid rate reductions if these assets are not used for their designated purpose.

(Q) **Advertising and Promotion**

It is the organization's policy to expense advertising and promotion costs as incurred. Advertising and promotion costs were \$251,399 and \$165,632 in 2013 and 2012, respectively.

Note 2 - **Annual Campaign**

The annual campaign to raise funds by voluntary contributions from individuals and businesses throughout the State of New Hampshire begins in April of each year. For the years ended March 31, 2013 and 2012, recorded contributions of approximately \$3,090,000 and \$3,060,000, respectively, included amounts collected by parishes of the Diocese of Manchester, New Hampshire on behalf of New Hampshire Catholic Charities. Each parish has its own system of internal control, and management has determined that it is not practical to evaluate the control policies and procedures with respect to amounts collected at the parishes.

Note 3 - **Investments**

New Hampshire Catholic Charities and its wholly-owned agencies and funds deposit money into the Catholic Charities Investment Fund (the "Fund"). The Fund pools all of the money received and invests in marketable securities, primarily consisting of a pooled international equity investment fund and mutual funds. The investment income (loss) of the Fund is allocated to each depositor based on their percentage share of the total Fund.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 3 - Investments (Continued)

The investments reported in the statements of financial position include the securities held in the Fund in addition to other investments held by the organization and investments held in the temporarily and permanently restricted funds.

Investment income is comprised of the following for the years ended March 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Interest on short-term obligations	82,829	136,931
Interest and dividend income	543,090	465,762
Gain on investments	1,702,363	318,704
Investment fees	<u>(68,538)</u>	<u>(57,408)</u>
	<u>\$ 2,259,744</u>	<u>\$ 863,989</u>

Note 4 - Related Party Transactions

Catholic Charities' main office is located in facilities owned and shared by the Diocese of Manchester, New Hampshire (the Diocese), an organization related through common governance. Catholic Charities reimburses the Diocese for a portion of the operating costs of the facility which amounted to \$110,395 in 2013 and \$106,913 in 2012.

Note 5 - Retirement Plan

The organization has a contributory defined contribution retirement plan. The organization's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The organization also makes contributions to the Plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2013 and 2012 was approximately \$609,000 and \$613,000, respectively.

Note 6 - Commitments

Catholic Charities rents office space throughout the State of New Hampshire under long-term and tenant at will agreements from various religious organizations and third parties. The total rent expense for the years ended March 31, 2013 and 2012 was \$199,824 and \$201,451, respectively, for these leases. The leases expire on varying dates through January 2018. In addition, the organization leased land for approximately \$23,000 in 2013 and 2012 under a lease which expires in 2083. Under the terms of the agreements, the following is a summary of non-cancelable future minimum rent payments for the next five years and in the aggregate:

<u>Year Ending March 31,</u>	<u>Amount</u>
2014	80,380
2015	47,539
2016	47,179
2017	38,149
2018	29,858
Thereafter	<u>1,542,027</u>
	<u>\$ 1,785,132</u>

One of the rehabilitation and nursing centers has entered into a construction agreement with a third party. The future commitment under this agreement is approximately \$1,500,000 at March 31, 2013.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 7 - Compensated Absences

The organization has a policy whereby employees earn days of compensated absence, exclusive of vacation, based upon length of employment. It is the organization's policy to accrue for these compensated absences as the time is earned. An accrual for compensated absences, exclusive of vacation, earned but not taken of \$1,054,393 in 2013 and \$1,056,411 in 2012, has been included in the accompanying financial statements.

An accrual for estimated vacation expense at March 31, 2013 and 2012 has also been included in the accompanying financial statements as part of accrued salaries and wages.

Note 8 - Insurance

The organization pays premiums for property, liability and automobile insurance to the Diocese of Manchester (see Note 4). The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the organization over the term of coverage. Total property, liability and automobile insurance billed by the Diocese and included in insurance expense was approximately \$1,049,000 and \$1,025,000 in 2013 and 2012, respectively.

The organization's professional liability insurance provides coverage on a claims made basis. As of March 31, 2013, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents for which a loss accrual has not been made. The organization intends to continue this coverage through the Diocese and anticipates that such coverage will remain available.

Note 9 - Assets Held for Restrictive Purposes

Other assets held for restrictive purposes consisted of the following at March 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Board designated – unrestricted (see Note 1 (P))		
Cash - savings	<u>5,507,619</u>	<u>4,526,017</u>
Permanently restricted:		
Cash - savings	29,797	29,797
Certificate of deposit	<u>1,500</u>	<u>1,500</u>
Total permanently restricted	<u>31,297</u>	<u>31,297</u>
Total	<u>\$ 5,538,916</u>	<u>\$ 4,557,314</u>

Note 10 - Mortgage Bonds Payable

The New Hampshire Health and Education Facilities Authority (NHHEFA) issued a series of bonds on behalf of New Hampshire Catholic Charities, which are collateralized by a security interest in the gross receipts, as defined, and substantially all of the assets of the organization.

The annual interest rates on the bonds range from 4.6% to 5.92% with maturities through August 1, 2022. Interest is payable semi-annually in arrears.

At the option of the organization, the remaining principal of the loan can be repaid at any time without payment of a premium.

In connection with the bonds, the organization is required to pay administration fees to NHHEFA not to exceed .1% per year of the original principal balance of the bonds, and certain administration fees to the bond trustee.

NEW HAMPSHIRE CATHOLIC CHARITIES
Notes to Financial Statements
March 31, 2013

Note 10 - Mortgage Bonds Payable (Continued)

The loan agreement contains, among other things, certain restrictions and covenants which must be met by the organization as to fixed asset additions and dispositions, the incurring of additional debt, the maintenance of a 1.20 ratio of aggregate income available for debt service to annual debt service, as defined, and the maintenance of operating reserves, as defined.

In order to meet future principal and interest maturities, the organization is required to make monthly deposits to bond escrow funds in amounts sufficient to meet the next bond note payment. In addition, a reserve fund of 10% of the outstanding principal balance must be maintained by the organization. The escrow funds are invested in money market funds and treasury securities.

The future principal maturities of the mortgage bonds and loan for the next five years and in the aggregate are as follows:

2014	310,000
2015	330,000
2016	350,000
2017	370,000
2018	390,000
Thereafter	<u>2,325,000</u>
	<u>\$ 4,075,000</u>

Note 11 - Statements of Cash Flows - Non-Cash Transactions

During 2013 and 2012, \$295,000 and \$280,000, respectively, was withdrawn in accordance with loan agreements from the bond escrow funds and investments to pay maturing bond principal payments.

In addition, fixed assets totaling \$1,095,411 and \$41,873 were purchased on open credit in 2013 and 2012, respectively. Fixed assets of \$9,890 and \$133,306 were donated to the organization in 2013 and 2012, respectively.

Note 12 - Pledges Receivable

Beginning in 2010, the organization began raising funds to defray the costs of the purchase and fit up of the new food bank building. Pledges receivable at March 31, 2013 and 2012 consist mainly of unconditional promises to give related to this goal. Management has evaluated the outstanding pledges based on the history of the relationship with the donor and the status of the pledges and has deemed all pledges to be collectible. Pledges receivable with due dates extending beyond one year are discounted at 3.25%.

The food bank building project was completed in September of 2010; therefore, these pledges are not considered restricted. Pledges receivable, net of discounts, are presented in the accompanying statements of financial position as follows:

	2013		2012	
	Current	Long-term	Current	Long-term
Total due	675,196	138,106	795,999	286,299
Less: unamortized discount	-	(5,653)	-	(13,681)
Net present value	<u>\$ 675,196</u>	<u>\$ 132,453</u>	<u>\$ 795,999</u>	<u>\$ 272,618</u>

Total pledges due at March 31, 2013 are as follows:

Less than one year	675,196
One to five years	<u>138,106</u>
	<u>\$ 813,302</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 13 - Fair Value Measurements

Various inputs may be used to determine the fair value of investments. These inputs are summarized into three broad levels for financial statement purposes. Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority; Level 2 inputs consist of quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, or observable inputs other than quoted market prices (including investments valued at net asset value, as a practical expedient, with notice periods for redemption of 90 days or less); and Level 3 inputs consist of inputs that are unobservable and significant to the fair value measurement (including investments valued at net asset value, as a practical expedient, with notice periods for redemption of more than 90 days) and have the lowest priority. The organization uses appropriate valuation techniques based on available inputs to measure the fair value of its investments. An asset's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques must maximize the use of observable inputs and minimize the use of unobservable inputs. The inputs or valuation methodology used for valuing securities are not necessarily indicative of the risk associated with investing in those securities.

The following table sets forth by level, within the fair value hierarchy, the valuation techniques used to determine the fair value of the organization's investments, classified by major type as of March 31, 2013 and 2012:

	<u>2013</u>			<u>Total</u>
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	
Money market funds	99,835	89,261	-	189,096
Common equity securities	670,734	-	-	670,734
U.S. Government and Agency obligations	30,392	82,483	-	112,875
Corporate bonds	115,747	-	-	115,747
Equity mutual funds	497,146	7,670,249	-	8,167,395
International equity mutual funds	127,165	-	-	127,165
Fixed income mutual fund	6,666,167	-	-	6,666,167
Pooled international equity fund	-	4,962,228	-	4,962,228
	<u>\$ 8,207,186</u>	<u>\$ 12,804,221</u>	<u>\$ -</u>	<u>\$ 21,011,407</u>
	<u>2012</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	111,831	100,628	-	212,459
Common equity securities	637,923	-	-	637,923
U.S. Government and Agency obligations	-	177,055	-	177,055
Corporate bonds	141,805	-	-	141,805
Equity mutual funds	348,688	7,210,423	-	7,559,111
International equity mutual funds	120,823	-	-	120,823
Fixed income mutual funds	5,737,624	-	-	5,737,624
Pooled international equity fund	-	4,275,605	-	4,275,605
	<u>\$ 7,098,694</u>	<u>\$ 11,763,711</u>	<u>\$ -</u>	<u>\$ 18,862,405</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 13 - Fair Value Measurements (Continued)

All assets have been valued using a market approach. Fair values for assets in Level 2 for money market funds and U.S. Government and Agency obligations are calculated using quoted market prices for identical or similar assets in markets that are not active. Fair values for assets in Level 2 for equity mutual funds and the pooled international equity fund are calculated at the net asset value (NAV) of shares held in the funds at year end. The NAV is based on the fair value of the underlying investments of the fund. The equity mutual fund invests with the objective of approximating, before expenses, the Russell 3000 Index, over the long term and implements a screen of certain social and environmental criteria. Units of this fund are valued daily and issuances and redemptions occur at net asset value. The pooled international equity fund invests in a diversified portfolio of equity securities of non-tobacco companies located in any country other than the United States. Units of this fund are valued monthly on the last business day of the month. Issuances and redemptions occur at net asset value and are permitted monthly on the first business day of the month with six business days' notice. There were no changes in the valuation techniques during the current year.

The fair value of cash and cash equivalents, trade receivables, and accounts payable was determined to approximate carrying value given the short term nature of these instruments. Net realizable values of trade receivables could be materially different from the estimates at March 31, 2013 and 2012. In addition, the estimates are only indicative of the value of the individual financial instruments and should not be considered an indication of the fair value of the organization. The fair value of the organization's pledges receivable are estimated by discounting the future cash flows using the prime interest rate. The fair value of the organization's mortgage bonds payable approximates the outstanding principal balance, as management believes the bonds would trade close to par value due to the current market interest rates and the ability of the organization to call the bonds without payment of a premium.

Note 14 - Donor-designated Endowments

The Board of Trustees has determined that the majority of the organization's permanently restricted net assets meets the definition of endowment funds under the Uniform Prudent Management of Institutional Funds Act of 2006 (UPMIFA). The organization's endowments consist of four individual funds established for a variety of purposes. The net assets associated with these endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees of the organization has interpreted the State Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the organization, and (7) the organization's investment policies.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 14 - Donor-designated Endowments (Continued)

All of the organization's endowment funds are donor restricted. These endowment net assets as of March 31, 2013 and 2012, and the changes in endowment net assets for the years then ended, are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, March 31, 2011	-	116,730	1,696,914	1,813,644
Investment income, net	-	39,938	-	39,938
Net appreciation	-	33,017	-	33,017
Amounts appropriated for expenditure	-	<u>(123,098)</u>	-	<u>(123,098)</u>
Endowment net assets, March 31, 2012	-	66,587	1,696,914	1,763,501
Investment income, net	-	43,534	-	43,534
Net appreciation	-	164,815	-	164,815
Amounts appropriated for expenditure	-	<u>(133,039)</u>	-	<u>(133,039)</u>
Endowment net assets, March 31, 2013	<u>\$ -</u>	<u>\$ 141,897</u>	<u>\$ 1,696,914</u>	<u>\$ 1,838,811</u>

Investment Return Objectives, Risk Parameters and Strategies: The organization has adopted, with the approval of the Board of Trustees, investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, consisting mainly of mutual funds, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution not exceeding 7%, while growing the funds if possible. Therefore, the organization expects its endowment assets, over time, to produce a rate of return sufficient to provide for the annual distribution. Investment risk is measured in terms of the total endowment funds. Investment assets, and allocation between asset classes and strategies, are managed so the fund is not exposed to unacceptable levels of risk.

Spending Policy: The organization has a policy of appropriating for distribution each year 7% of its endowment fund's average fair value of the prior 12 quarters through the fiscal year-end preceding the fiscal year in which the distribution is planned. In establishing this policy, the organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor-restrictions, the possible effects of inflation, and the provisions of SPMIFA.

Note 15 - Risks and Uncertainties

The organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the investment balances.

Note 16 - Reclassifications

Certain reclassifications were made to the 2012 financial statements to conform with the 2013 financial statement presentation.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2013

Note 17 - Subsequent Events

Management has evaluated subsequent events through July 31, 2013, the date when the financial statements were available to be issued.

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Operating Expenses - Home Offices (Before Eliminations)
 For the Year Ended March 31, 2013

	Family Services	Parish Outreach	Children's Home	Unmarried Mothers and Adoption	Food Bank Real Estate	Our Place	Residence for Informed Priests	Immigration	Other Programs	Annual Campaign and Other Events	Capital Campaign	Admin-istration	2013 Totals
Salaries and wages	427,284	502,276	45,959	52,088	-	169,615	558,720	389,620	70,416	383,765	52,254	1,637,113	4,289,110
Employee benefits	77,093	90,624	8,292	9,398	-	36,503	98,994	70,298	12,704	69,241	9,428	295,377	772,052
Payroll taxes	29,002	34,093	3,120	3,535	-	11,513	37,241	26,446	4,779	26,048	3,547	111,121	290,445
Management fees	-	-	-	-	-	-	-	-	-	-	-	(1,460,016)	(1,460,016)
Professional fees	-	-	-	5,172	-	-	7,150	625	8,635	2,000	22,660	190,499	236,741
Fundraising costs	-	-	-	-	-	-	-	-	-	64,975	1,290	-	66,265
Purchased services - healthcare	-	-	-	-	-	-	6,531	-	-	-	-	-	6,531
Other purchased services	108	-	-	-	-	-	5	27,371	-	30,564	-	946	58,594
Advertising and promotion	150	-	-	-	-	150	-	-	630	24,454	14,155	3,759	43,298
Recruiting advertising	181	499	-	-	-	-	-	-	-	374	-	177	1,231
Office supplies	4,763	5,105	4	80	-	1,562	3,524	6,923	50	26,627	1,611	18,420	68,669
Healthcare supplies	-	-	-	89	-	-	7,550	-	-	-	-	-	7,639
Other supplies	750	867	-	-	10	698	14,692	272	-	546	-	1,299	19,134
Postage and shipping	1,094	1,222	-	308	-	305	445	3,147	131	27,954	6,363	10,887	51,796
Program materials	60	4,426	-	-	-	134	-	-	-	159	-	-	4,779
Printing	1,458	1,138	8	91	-	93	-	1,402	7	36,158	5,066	781	46,397
Telephone	25,675	351	748	554	-	3,061	1,636	55	732	1,304	-	14,714	48,830
Dues and subscriptions	701	521	-	104	-	135	359	10,173	70	1,855	-	5,596	19,854
Information technology	7,988	623	254	462	-	661	2,213	7,175	2,537	11,203	-	30,586	63,702
Rent and occupancy costs	9,154	93,190	-	-	8,953	12,495	61,193	36,708	76,999	-	-	110,395	409,087
Equipment maintenance, repair and rentals	7,653	-	-	45	-	363	9,142	767	-	5,764	-	7,365	31,099
Travel	12,661	11,856	2,196	1,668	-	906	835	12,229	68	4,366	57	16,841	63,683
Hospitality	4	98	-	62	-	403	-	442	216	2,045	264	7,964	11,498
Conferences and meetings	2,260	1,557	-	-	-	417	477	8,795	587	6,982	313	27,315	48,703
Interest	-	-	-	-	-	-	-	-	-	-	-	2,071	2,071
Depreciation	-	-	-	-	270,770	-	71,436	-	23,024	-	-	92,581	457,811
Insurance	-	-	-	-	10,979	6,021	18,279	-	3,804	-	-	145,876	184,959
Miscellaneous	-	-	-	1,268	-	-	1,438	45	-	376	-	21,005	24,312
Grants and awards	26	74	-	-	-	189	-	-	14,400	104,139	-	166,140	353,380
Food purchases	1,023	67,689	-	-	-	-	46,492	-	368	-	-	4,195	52,085
Vista cost share	336	398	-	276	-	-	-	-	19,066	-	-	-	19,066
Parish allocations	-	-	-	-	-	-	-	-	-	87,999	-	-	87,999
Bad debts	-	-	-	-	-	-	-	-	500	-	-	308	808
Administration costs	79,306	93,659	3,605	9,212	-	30,040	-	65,354	2,337	46,529	5,541	(574,302)	(238,319)
RCB Sponsorship	-	-	-	-	-	-	-	-	-	-	-	27,500	27,500
Totals	\$ 688,685	\$ 910,266	\$ 64,186	\$ 84,412	\$ 290,712	\$ 269,364	\$ 948,332	\$ 667,847	\$ 242,460	\$ 965,268	\$ 122,708	\$ 916,053	\$ 6,170,293

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Operating Expenses - Home Office (Before Eliminations)
 For the Year Ended March 31, 2012

	Family Services	Parish Outreach	Children's Home	Unmarried Mothers and Adoption	Food Bank Real Estate	Our Place	Residence for Infirm Priests	Immigration	Other Programs	Annual Campaign and Other Events	Capital Campaign	Adminis-tration	2012 Totals
Salaries and wages	399,616	444,069	26,779	48,075	-	154,292	550,604	432,824	51,591	332,148	209,413	1,432,780	4,082,191
Employee benefits	89,060	76,743	4,628	8,308	-	268,664	91,852	74,800	8,916	57,401	36,190	747,609	702,171
Payroll taxes	28,045	31,165	1,880	3,374	-	10,828	37,301	30,376	3,621	23,311	14,696	100,554	285,151
Management fees	-	-	-	-	-	-	-	-	-	-	-	(1,365,662)	(1,365,662)
Professional fees	-	-	-	2,203	1,800	-	36,376	200	8,270	815	45,475	171,171	266,310
Fundraising costs	-	-	-	-	-	-	5,525	-	-	66,338	29,500	-	99,838
Purchased services - healthcare	497	-	-	-	-	-	14	13,620	-	-	-	328	5,525
Other purchased services	-	409	-	-	-	150	-	-	400	7,769	-	4,516	12,935
Advertising and promotion	346	352	-	-	-	-	109	-	-	-	-	-	807
Recruiting advertising	5,080	5,295	6	200	-	2,073	4,047	4,057	54	22,419	442	23,625	67,298
Office supplies	410	434	49	132	-	52	8,308	-	30	495	85	1,404	20,556
Healthcare supplies	1,008	1,037	-	153	-	367	16,522	223	157	24,426	788	10,373	41,354
Postage and shipping	-	28,162	-	-	-	111	-	-	-	-	-	-	28,273
Program materials	1,014	46	-	-	-	23	3	-	-	72,220	1,155	588	75,072
Printing	26,639	52	676	516	-	3,090	1,617	174	742	1,255	-	14,746	49,507
Telephone	1,494	339	90	140	-	35	688	9,526	230	1,534	-	26,564	40,817
Dues and subscriptions	7,563	460	-	969	-	684	822	5,763	31	10,059	-	25,725	52,076
Information technology	40,067	77,220	-	-	11,274	12,636	64,181	23,741	107,774	-	-	107,273	443,565
Rent and occupancy costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment maintenance, repair and rentals	7,061	164	-	-	-	711	5,885	441	-	6,541	-	6,229	27,032
Travel	11,616	13,048	1,963	1,251	-	1,052	552	6,297	238	6,888	331	23,115	86,351
Hospitality	52	237	-	-	-	299	2,757	429	68	2,757	1,077	9,160	14,079
Conferences and meetings	1,713	1,382	-	18	-	412	25	8,815	380	4,985	121	34,137	51,988
Interest	-	-	-	-	-	-	-	-	-	-	-	8,156	8,156
Depreciation	-	-	-	-	268,529	-	66,774	-	23,024	-	-	120,065	478,392
Insurance	-	-	-	-	-	4,551	18,063	-	3,867	-	-	152,454	178,935
Miscellaneous	25	22	-	2,830	-	-	1,361	371	103	349	-	26,045	31,106
Grants and awards	58,293	-	-	-	-	62	-	315	14,400	93,425	-	172,248	338,743
Food purchases	544	364	-	449	-	-	46,223	-	371	-	-	4,482	52,833
Vista cost share	-	-	-	-	-	-	-	-	30,128	-	-	-	30,128
Parish allocations	-	-	-	-	-	-	-	-	-	81,863	-	-	81,863
Bad debts	-	-	-	-	-	-	-	-	-	-	-	5,360	5,360
Administration costs	99,740	97,280	4,428	9,770	-	31,700	-	48,218	2,530	58,551	3,444	(589,302)	(233,641)
RCB Sponsorship	-	-	-	-	-	-	-	-	-	-	-	23,000	23,000
Totals	\$ 759,883	\$ 778,280	\$ 40,499	\$ 78,388	\$ 281,603	\$ 250,076	\$ 957,405	\$ 662,883	\$ 256,925	\$ 875,549	\$ 342,717	\$ 598,740	\$ 5,882,948

NEW HAMPSHIRE CATHOLIC CHARITIES

Exhibit II

Supplemental Schedules of Salaries, Wages and Temporary Employee Expenses (Before Eliminations)

For the Years Ended March 31, 2013 and 2012

	2013						Total
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	
General and administrative	1,637,113	-	1,334,313	88,707	127,075	-	3,187,208
Development (annual campaign)	383,765	-	-	-	-	-	383,765
Capital campaign & fundraising events	52,254	-	-	-	-	-	52,254
Unmarried mothers and adoption	52,088	-	-	-	-	-	52,088
Children's Home	45,959	-	-	-	-	528,105	574,064
Food bank program	-	1,192,407	-	-	-	-	1,192,407
Family services	427,284	-	-	-	-	-	427,284
Parish outreach	502,276	-	-	-	-	-	502,276
Our Place	169,615	-	-	-	-	-	169,615
Residence for infirmed priests	558,720	-	-	-	-	-	558,720
Immigration	389,620	-	-	-	-	-	389,620
Other programs	70,416	-	-	-	-	-	70,416
Nursing	-	-	13,308,031	-	297,216	-	13,605,247
Dietary	-	-	1,821,830	-	-	-	1,821,830
Housekeeping	-	-	643,504	58,564	-	-	702,068
Laundry	-	-	331,497	-	-	-	331,497
Maintenance	-	-	579,728	8,574	-	-	588,302
	<u>\$ 4,289,110</u>	<u>\$ 1,192,407</u>	<u>\$ 18,018,903</u>	<u>\$ 155,845</u>	<u>\$ 424,291</u>	<u>\$ 528,105</u>	<u>\$ 24,608,661</u>

	2012						Total
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	
General and administrative	1,432,780	-	1,325,388	84,837	138,557	-	2,981,562
Development (annual campaign)	332,148	-	-	-	-	-	332,148
Capital campaign & fundraising events	209,413	-	-	-	-	-	209,413
Unmarried mothers and adoption	48,075	-	-	-	-	-	48,075
Children's Home	26,779	-	-	-	-	447,217	473,996
Food bank program	-	1,060,204	-	-	-	-	1,060,204
Family services	399,616	-	-	-	-	-	399,616
Parish outreach	444,069	-	-	-	-	-	444,069
Our Place	154,292	-	-	-	-	-	154,292
Residence for infirmed priests	550,604	-	-	-	-	-	550,604
Immigration	432,824	-	-	-	-	-	432,824
Other programs	51,591	-	-	-	-	-	51,591
Nursing	-	-	13,378,782	621	232,355	-	13,611,758
Dietary	-	-	1,872,760	-	-	-	1,872,760
Housekeeping	-	-	666,939	58,186	-	-	725,125
Laundry	-	-	369,151	-	-	-	369,151
Maintenance	-	-	556,580	12,126	-	-	568,706
	<u>\$ 4,082,191</u>	<u>\$ 1,060,204</u>	<u>\$ 18,169,600</u>	<u>\$ 155,770</u>	<u>\$ 370,912</u>	<u>\$ 447,217</u>	<u>\$ 24,285,894</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Operating Expenses (Before Eliminations)
For the Years Ended March 31, 2013 and 2012

Exhibit III

OPERATING EXPENSES - FOOD BANK

	2013	2012
Salaries and wages	1,192,407	1,060,204
Employee benefits	215,141	183,222
Payroll taxes	80,936	74,406
Professional fees	8,530	29,377
Fundraising costs	87,765	44,345
Other purchased services	72,243	45,482
Advertising and promotion	158,740	100,747
Office supplies	29,752	27,546
Other supplies	75,627	34,739
Postage and shipping	121,318	110,348
Program materials	65,397	50,617
Printing	107,350	29,785
Telephone	8,630	9,591
Dues and subscriptions	7,716	8,677
Information technology	29,737	34,715
Rent and occupancy costs	526,719	565,964
Equipment maintenance, repair and rentals	50,162	48,322
Travel	77,191	84,221
Hospitality	2,246	1,237
Conferences and meetings	15,389	14,644
Interest	72	547
Depreciation	93,732	102,519
Insurance	31,984	50,503
Miscellaneous	34,246	25,049
Food purchases	934,266	948,764
Food donations	12,132,506	11,558,763
Vista cost share	272	-
Administration costs	238,319	233,641
 Total operating expenses	 \$ 16,398,393	 \$ 15,477,975

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Operating Expenses (Before Eliminations)
For the Years Ended March 31, 2013 and 2012

Exhibit III

OPERATING EXPENSES - SIX REHABILITATION AND NURSING CENTERS

	2013	2012
Salaries and wages	18,018,903	18,169,600
Employee benefits	3,711,711	3,718,548
Payroll taxes	1,339,405	1,351,340
Management fees	1,346,796	1,446,240
Professional fees	381,073	372,445
Purchased services - healthcare	4,463,021	4,026,138
Other purchased services	76,135	61,465
Advertising and promotion	30,416	32,119
Recruiting advertising	21,177	16,259
Office supplies	92,431	83,695
Healthcare supplies	1,652,027	1,480,144
Other supplies	461,064	496,309
Postage and shipping	14,907	14,673
Printing	9,978	10,074
Telephone	80,324	79,047
Dues and subscriptions	78,579	79,760
Information technology	162,690	129,182
Rent and occupancy costs	1,152,892	1,136,933
Equipment maintenance, repair and rentals	226,151	221,347
Travel	26,067	32,083
Hospitality	2,391	957
Conferences and meetings	32,464	25,894
Interest	154,957	165,634
Depreciation and amortization	789,852	840,876
Insurance	756,259	723,017
Miscellaneous	103,891	108,015
Food	1,076,722	1,077,354
Nursing facility assessment tax	2,188,035	2,150,484
Loss on disposal of fixed assets	26,098	18,365
Bad debts	201,012	206,500
	<u>201,012</u>	<u>206,500</u>
 Total operating expenses	 <u>\$ 38,677,428</u>	 <u>\$ 38,274,497</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Operating Expenses (Before Eliminations)
For the Years Ended March 31, 2013 and 2012

Exhibit III

OPERATING EXPENSES - THREE SENIOR LIVING COMMUNITIES

	2013	2012
Salaries and wages	155,845	155,770
Employee benefits	33,846	43,162
Payroll taxes	11,357	12,070
Management fees	41,664	44,172
Professional fees	7,960	7,733
Other purchased services	11,013	13,786
Advertising and promotion	2,800	5,465
Office supplies	977	460
Other supplies	10,091	14,036
Postage and shipping	117	111
Printing	186	-
Telephone	1,144	1,091
Dues and subscriptions	1,610	1,137
Rent and occupancy costs	227,746	216,989
Equipment maintenance, repair and rentals	5,438	7,251
Travel	1,781	1,905
Conferences and meetings	-	120
Interest	87,047	93,046
Depreciation and amortization	188,492	183,639
Insurance	32,250	31,071
Miscellaneous	3,016	2,928
Loss on disposal of fixed assets	1,049	10
	\$ 825,429	\$ 835,952
Total operating expenses	\$ 825,429	\$ 835,952

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Operating Expenses (Before Eliminations)
For the Years Ended March 31, 2013 and 2012

Exhibit III

OPERATING EXPENSES - TRINITY HOME CARE

	<u>2013</u>	<u>2012</u>
Salaries and wages	424,291	370,912
Employee benefits	77,771	44,173
Payroll taxes	31,462	27,909
Management fees	17,904	18,816
Professional fees	3,644	3,338
Other purchased services	720	600
Advertising and promotion	4,980	5,430
Recruiting advertising	279	520
Office supplies	5,009	830
Other supplies	1,375	595
Postage and shipping	846	617
Printing	1,039	1,414
Telephone	3,909	3,264
Dues and subscriptions	2,517	3,496
Information technology	7,684	4,822
Rent and occupancy costs	7,643	7,738
Equipment maintenance, repair and rentals	3,138	3,632
Hospitality	159	-
Travel	8,469	7,082
Conferences and meetings	825	475
Bad debts	2,246	18,873
Interest	2,955	4,114
Depreciation and amortization	18,117	18,650
Insurance	10,032	6,093
Miscellaneous	278	317
Impairment loss - goodwill	67,850	-
	<u>67,850</u>	<u>-</u>
Total operating expenses	<u>\$ 705,142</u>	<u>\$ 553,710</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Operating Expenses (Before Eliminations)
For the Years Ended March 31, 2013 and 2012

Exhibit III

OPERATING EXPENSES - ST. CHARLES CHILDREN'S HOME

	<u>2013</u>	<u>2012</u>
Salaries and wages	528,105	447,217
Employee benefits	123,758	126,806
Payroll taxes	32,427	25,906
Management fees	53,652	56,534
Professional fees	10,788	10,863
Other purchased services	7,360	6,014
Advertising and promotion	11,165	8,936
Office supplies	6,265	3,194
Healthcare supplies	4,922	4,977
Other supplies	18,621	16,466
Postage and shipping	1,245	1,029
Printing	1,252	2,724
Telephone	7,501	6,922
Dues and subscriptions	586	752
Information technology	8,596	4,520
Occupancy costs	55,129	56,389
Equipment maintenance, repair and rentals	12,399	9,821
Travel	8,436	8,732
Conferences and meetings	1,177	596
Depreciation	81,608	84,752
Insurance	33,412	36,192
Miscellaneous	16,592	15,407
Food	17,430	20,807
Clothing	3,492	5,336
	<u> </u>	<u> </u>
Total operating expenses	<u>\$ 1,045,918</u>	<u>\$ 960,892</u>

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Statements of Financial Position - Rehabilitation and Nursing Centers (Before Eliminations)
 March 31, 2013

ASSETS

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
CURRENT ASSETS							
Cash and cash equivalents	3,748,929	2,659,252	695,094	1,895,400	1,963,819	186,546	11,149,040
Bond escrow funds	10,806	6,029	194,929	4,175	3,924	6,648	226,511
Accounts receivable:							
Services, net of allowance for doubtful accounts of \$458,308	1,452,445	680,261	757,690	459,124	530,935	935,406	4,815,861
Affiliates	-	-	-	-	-	37,944	37,944
Prepaid expenses	49,290	59,278	30,683	22,241	22,709	52,714	236,915
Patient/tenant/other cash held in trust	47,282	22,872	10,200	9,924	16,399	37,251	143,928
Total current assets	5,308,752	3,427,692	1,688,596	2,390,864	2,537,786	1,256,509	16,610,199
FIXED ASSETS							
Land and land improvements	98,398	130,941	53,963	44,111	102,867	121,686	551,966
Buildings and improvements	3,468,913	2,205,979	3,783,787	2,623,251	2,410,524	2,972,224	17,464,678
Equipment and vehicles	934,815	664,923	675,649	293,839	452,245	633,471	3,654,942
Furniture and fixtures	750,385	422,266	291,712	262,547	287,321	426,750	2,440,981
Leasehold improvements	-	11,324	-	-	-	-	11,324
Construction in process	3,090,754	213,185	4,925	31,425	4,925	32,092	3,377,306
	8,343,265	3,648,618	4,810,036	3,255,173	3,257,882	4,186,223	27,501,197
Less: accumulated depreciation and amortization	4,214,482	2,881,477	3,068,538	2,420,787	2,701,419	3,261,795	18,548,498
Fixed assets, net	4,128,783	767,141	1,741,498	834,386	556,463	924,428	8,952,699
OTHER ASSETS							
Investments, at fair value	2,069,549	839,928	11,316	837,283	2,001,992	1,212,310	6,972,378
Capitalized bond fees, less accumulated amortization of \$125,554	3,912	1,916	63,181	1,635	1,550	2,519	74,713
Bond escrow funds, net of current portion above	11,930	5,849	205,852	4,998	4,754	7,691	241,074
Other assets held for restrictive purposes	886,046	621,795	772,842	792,057	875,874	671,895	4,620,509
Accounts receivable - affiliate	181,116	-	-	-	-	-	181,116
Other	102,133	4,512	-	-	-	-	106,645
Total other assets	3,254,686	1,474,000	1,053,191	1,635,973	2,884,170	1,894,415	12,196,435
Total	\$ 12,692,221	\$ 5,668,833	\$ 4,483,285	\$ 4,861,223	\$ 5,978,419	\$ 4,075,352	\$ 37,759,333

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Statements of Financial Position - Rehabilitation and Nursing Centers (Before Eliminations)
 March 31, 2013

LIABILITIES AND NET ASSETS

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
CURRENT LIABILITIES							
Current portion of mortgage bonds payable	9,824	4,816	169,493	4,116	3,915	6,333	198,497
Accounts payable:							
Trade	1,382,717	188,783	216,475	192,282	156,821	206,291	2,343,369
Other	147,557	90,900	81,934	62,913	74,279	88,816	546,419
Accrued expenses:							
Salaries and wages	340,848	169,566	159,751	150,254	137,918	131,324	1,089,661
Interest	1,335	554	21,776	1,210	1,262	1,513	27,650
Deferred income	24,345	-	39,583	-	-	46,728	110,656
Employee benefits payable	286,236	187,971	124,241	126,046	119,153	139,848	983,495
Patient/tenant/other cash held in trust payable	47,282	22,872	10,200	9,924	16,399	37,251	143,928
Total current liabilities	2,240,144	665,462	823,473	546,745	509,747	658,104	5,443,675
MORTGAGE BONDS PAYABLE, less current	119,307	58,488	2,058,517	49,983	47,543	76,920	2,410,758
Total liabilities	2,359,451	723,950	2,881,990	596,728	557,290	735,024	7,854,433
NET ASSETS - unrestricted	10,332,770	4,944,883	1,601,295	4,264,495	5,421,129	3,340,328	29,904,900
Total	\$ 12,692,221	\$ 5,668,833	\$ 4,483,285	\$ 4,861,223	\$ 5,978,419	\$ 4,075,352	\$ 37,759,333

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Financial Position - Rehabilitation and Nursing Centers (Before Eliminations)
 March 31, 2012

ASSETS

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
CURRENT ASSETS							
Cash and cash equivalents	5,281,674	2,829,959	923,945	1,744,395	1,836,202	8,662	12,624,837
Bond escrow funds	9,838	5,566	178,368	3,764	3,532	6,019	207,087
Accounts receivable:							
Services, net of allowance for doubtful accounts of \$414,227	1,034,387	630,894	555,320	440,836	330,771	805,877	3,798,085
Affiliates	-	-	-	-	-	34,029	34,029
Prepaid expenses	43,634	51,781	29,220	19,101	21,158	68,585	233,479
Patient/tenant/other cash held in trust	39,471	23,330	13,652	9,186	15,352	33,747	134,738
Total current assets	6,409,004	3,541,530	1,700,505	2,217,282	2,207,015	956,919	17,032,255
FIXED ASSETS							
Land and land improvements	98,398	130,941	53,963	39,958	102,867	121,686	547,813
Buildings and improvements	3,459,276	2,225,167	3,771,590	2,604,985	2,402,152	2,946,293	17,409,463
Equipment and vehicles	878,779	670,248	670,060	304,424	435,929	657,110	3,616,550
Furniture and fixtures	702,426	436,294	269,394	251,072	257,069	429,281	2,345,536
Leasehold improvements	-	11,324	-	-	-	-	11,324
Construction in process	411,124	38,491	-	-	-	-	449,615
	5,550,003	3,512,465	4,765,007	3,200,439	3,198,017	4,154,370	24,380,301
Less: accumulated depreciation and amortization	4,085,533	2,828,606	2,889,481	2,376,576	2,591,864	3,161,601	17,933,661
Fixed assets, net	1,464,470	683,859	1,875,526	823,863	606,153	992,769	6,446,640
OTHER ASSETS							
Investments, at fair value	1,847,501	749,809	10,102	747,448	1,787,192	1,048,208	6,190,260
Capitalized bond fees, less accumulated amortization of \$117,543	4,332	2,122	69,951	1,811	1,718	2,790	82,724
Bond escrow funds, net of current portion above	12,913	6,330	222,801	5,410	5,146	8,324	260,924
Other assets held for restrictive purposes	709,781	518,465	586,794	673,143	763,929	529,008	3,781,120
Accounts receivable - affiliate	181,116	-	-	-	-	-	181,116
Other	102,133	4,512	-	-	-	-	106,645
Total other assets	2,857,776	1,281,238	889,648	1,427,812	2,557,985	1,588,330	10,602,789
Total	\$ 10,731,250	\$ 5,506,627	\$ 4,465,679	\$ 4,468,957	\$ 5,371,153	\$ 3,538,018	\$ 34,081,684

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Financial Position - Rehabilitation and Nursing Centers (Before Eliminations)
 March 31, 2012

LIABILITIES AND NET ASSETS

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
CURRENT LIABILITIES							
Current portion of mortgage bonds payable	9,348	4,583	161,291	3,916	3,725	6,027	188,890
Accounts payable:							
Trade	266,106	190,046	184,295	162,724	131,884	237,970	1,173,025
Other	133,671	86,109	77,280	69,329	64,927	84,170	515,486
Affiliates	-	-	-	-	-	62,939	62,939
Accrued expenses:							
Salaries and wages	311,594	146,043	146,230	146,380	146,275	133,190	1,029,712
Interest	1,424	598	23,322	1,247	1,298	1,571	29,460
Deferred income	13,780	-	17,400	-	-	20,910	52,090
Employee benefits payable	288,357	170,091	106,022	140,001	139,613	151,088	995,172
Patient/tenant/other cash held in trust payable	39,471	23,330	13,652	9,186	15,352	33,747	134,738
Total current liabilities	1,063,751	620,800	729,492	532,783	503,074	731,612	4,181,512
MORTGAGE BONDS PAYABLE, less current	129,131	63,303	2,228,010	54,099	51,459	83,252	2,609,254
Total liabilities	1,192,882	684,103	2,957,502	586,882	554,533	814,864	6,790,766
NET ASSETS - unrestricted	9,538,368	4,822,524	1,508,177	3,882,075	4,816,620	2,723,154	27,290,918
Total	\$ 10,731,250	\$ 5,506,627	\$ 4,465,679	\$ 4,468,957	\$ 5,371,153	\$ 3,538,018	\$ 34,081,684

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Statements of Activities - Rehabilitation and Nursing Centers (Before Eliminations)
 For the Year Ended March 31, 2013

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
REVENUE, GAINS AND OTHER SUPPORT:							
Patient and resident services, net	10,629,731	6,399,308	5,913,788	5,029,700	5,302,487	6,924,261	40,199,275
Bequests, donations and fundraising	10,281	9,490	9,721	12,915	7,411	4,341	54,159
In-kind donations	-	2,638	-	1,537	4,218	2,400	10,793
Other	21,030	30,344	28,358	41,669	32,122	17,375	170,898
Total revenue, gains and other support	10,661,042	6,441,780	5,951,867	5,085,821	5,346,238	6,948,377	40,435,125
EXPENSES:							
Salaries and wages	4,934,471	3,107,036	2,467,068	2,205,032	2,252,187	3,053,109	18,018,903
Employee benefits	964,248	707,987	519,863	457,506	484,012	578,095	3,711,711
Payroll taxes	361,206	227,510	182,449	168,754	171,050	228,436	1,339,405
Management fees	356,928	221,436	201,900	170,028	168,972	227,532	1,346,796
Professional fees	69,990	75,477	74,499	56,185	38,505	66,417	381,073
Purchased services - healthcare	1,068,516	571,089	853,215	641,374	659,526	669,301	4,463,021
Other purchased services	23,242	17,336	11,175	7,874	7,553	8,955	76,135
Advertising and promotion	1,676	3,534	6,808	2,719	4,437	11,242	30,416
Recruiting advertising	1,848	1,837	2,317	2,815	1,101	11,259	21,177
Office supplies	27,564	15,349	13,063	10,757	15,071	10,627	92,431
Healthcare supplies	478,628	210,639	315,555	151,139	218,990	277,076	1,652,027
Other supplies	111,875	69,284	56,949	61,994	64,093	96,869	461,064
Postage and shipping	3,433	2,261	3,146	1,845	1,701	2,521	14,907
Printing	1,687	1,548	2,675	1,653	1,428	987	9,978
Telephone	9,780	13,049	14,781	11,703	11,181	19,830	80,324
Dues and subscriptions	18,546	12,767	10,543	13,745	8,890	14,088	78,579
Information technology	37,477	24,324	21,376	19,697	24,145	35,671	162,690
Rent and occupancy costs	280,692	267,581	123,172	108,569	108,149	264,729	1,152,892
Equipment maintenance, repair and rentals	71,065	28,397	37,759	27,079	23,279	38,572	226,151
Travel	3,747	6,712	4,429	2,817	2,157	6,205	26,067
Hospitality	665	-	-	832	-	894	2,391
Conferences and meetings	6,493	3,027	4,598	4,916	6,448	6,982	32,464
Interest	7,669	3,759	132,316	3,213	3,056	4,944	154,957
Depreciation and amortization	129,369	100,308	185,827	121,335	109,809	143,204	789,852
Insurance	209,067	131,303	106,608	94,975	89,814	124,492	756,259
Miscellaneous	19,650	17,113	17,161	13,944	19,868	16,155	103,891
Food	289,046	194,030	146,207	137,673	140,772	168,994	1,076,722
Nursing facility assessment tax	577,337	349,846	323,385	272,259	290,242	374,966	2,188,035
Loss on disposal of fixed assets	-	11,333	-	5,101	602	9,062	26,098
Bad debts	48,517	28,757	27,915	23,425	40,975	31,423	201,012
Total expenses	10,114,432	6,424,629	5,863,458	4,804,259	4,968,013	6,502,637	38,677,428
INVESTMENT INCOME, net	247,792	105,208	4,709	100,858	226,284	171,434	856,285
CHANGE IN NET ASSETS	794,402	122,359	93,118	382,420	604,509	617,174	2,613,982
NET ASSETS - beginning of year	9,538,368	4,822,524	1,508,177	3,882,075	4,816,620	2,723,154	27,290,918
NET ASSETS - end of year	10,332,770	4,944,883	1,601,295	4,264,495	5,421,129	3,340,328	29,904,900

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Statements of Activities - Rehabilitation and Nursing Centers (Before Eliminations)
For the Year Ended March 31, 2012

	Mount Carmel Rehabilitation and Nursing Center	St. Vincent de Paul Rehabilitation and Nursing Center	St. Ann Rehabilitation and Nursing Center	St. Francis Rehabilitation and Nursing Center	St. Teresa Rehabilitation and Nursing Center	Good Shepherd Rehabilitation and Nursing Center	Total
REVENUE, GAINS AND OTHER SUPPORT:							
Patient and resident services, net	10,314,453	6,556,516	6,067,992	4,943,698	4,846,480	6,316,112	39,045,251
Bequests, donations and fundraising	9,915	9,483	6,471	10,926	6,141	2,034	44,970
In-kind donations	-	7,970	1,683	2,746	4,000	-	16,399
Other	13,060	33,689	24,594	38,810	32,975	20,726	163,854
Total revenue, gains and other support	10,337,428	6,607,658	6,100,740	4,996,180	4,889,596	6,338,872	39,270,474
EXPENSES:							
Salaries and wages	5,147,558	3,078,276	2,457,918	2,200,788	2,267,325	3,017,735	18,169,600
Employee benefits	993,685	642,332	493,330	470,387	502,207	616,607	3,718,548
Payroll taxes	384,696	227,928	164,811	182,787	169,105	222,013	1,351,340
Management fees	375,168	245,532	217,992	177,492	185,196	244,860	1,446,240
Professional fees	70,279	103,057	46,104	42,965	63,748	372,445	372,445
Purchased services - healthcare	1,012,037	579,279	809,196	573,236	443,481	608,909	4,026,138
Other purchased services	21,455	16,611	5,550	7,942	2,464	7,443	61,465
Advertising and promotion	1,806	2,295	9,177	4,116	4,883	9,842	32,119
Recruiting advertising	5,251	1,716	2,007	1,614	788	4,883	16,259
Office supplies	21,086	14,193	16,221	10,232	9,240	12,723	83,695
Healthcare supplies	406,540	218,795	281,169	176,582	164,999	232,059	1,480,144
Other supplies	135,094	74,183	60,663	62,909	66,082	97,378	496,309
Postage and shipping	3,328	2,127	2,856	1,564	1,715	3,083	14,673
Printing	3,310	1,403	2,287	908	1,129	1,037	10,074
Telephone	9,684	13,029	13,747	12,816	11,449	18,322	79,047
Dues and subscriptions	20,332	13,111	10,982	11,620	9,762	13,953	79,760
Information technology	30,317	23,708	18,646	16,082	15,873	24,556	129,182
Rent and occupancy costs	295,074	281,442	117,018	107,517	96,263	239,619	1,136,933
Equipment maintenance, repair and rentals	53,278	21,040	48,517	28,975	26,840	42,697	221,347
Travel	3,617	9,110	5,195	4,859	2,915	6,387	32,083
Hospitality	898	-	-	59	-	-	957
Conferences and meetings	7,866	6,676	2,751	2,369	2,207	4,025	25,894
Interest	8,197	4,018	141,433	3,434	3,267	5,285	165,634
Depreciation and amortization	128,629	108,865	181,223	105,126	139,512	177,521	840,876
Insurance	203,010	126,699	99,732	86,486	84,600	122,490	723,017
Miscellaneous	22,438	16,756	21,933	13,883	17,851	15,154	108,015
Food	289,022	205,343	146,635	128,118	145,969	162,267	1,077,354
Nursing facility assessment tax	563,084	361,025	329,350	278,371	266,179	352,475	2,150,484
Loss (gain) on disposal of fixed assets	2	10,327	732	2,809	(4)	4,499	18,365
Bad debts	96,000	16,000	80,000	-	500	14,000	206,500
Total expenses	10,312,741	6,424,876	5,805,151	4,698,070	4,703,545	6,328,114	38,274,497
INVESTMENT INCOME, net	118,185	54,268	9,749	47,029	89,082	80,712	399,025
CHANGE IN NET ASSETS	142,872	237,050	305,338	345,139	273,133	91,470	1,395,002
NET ASSETS - beginning of year	9,395,496	4,585,474	1,202,839	3,536,936	4,543,487	2,631,684	25,895,916
NET ASSETS - end of year	9,538,368	4,822,524	1,508,177	3,882,075	4,816,620	2,723,154	27,290,918

NH Food Bank Mission Statement

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

NEW HAMPSHIRE CATHOLIC CHARITIES, INC.
215 Myrtle Street, Manchester, NH 03104
603-669-3030

BOARD OF TRUSTEES
2013-2014

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Diocese of Manchester

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Msgr. Anthony Frontiero

Bob Gossett
Gossett Consulting LLC

Rev. Agapit Jean

Neil A. Levesque
NH Institute of Politics
St. Anselm College

Claudette L. Mahar

HELEN E. COSTELLO

Work History

Program Manager, Recipe for Success Programs

(12/2007-present)

New Hampshire Food Bank, Manchester, NH

- Department head directing the management of people, product and resources in a challenging, fast paced environment.
- Builder of organizational effectiveness and capacity through strategic planning, delivering highly visible projects, building collaborative relationships around public health priorities, and delivering on budget and on time.
- Directed the implementation of the statewide 2014 Hunger in America Study
- In 2010 the Recipe for Success Programs won the Catholic Charities USA Centennial Recognition Program Award and the Green Mountain Coffee Roasters/Ashoka Changemakers State of New Hampshire Award "Revelation to Action: Your Place. Your Idea. Your Change."
- Invited State and national speaker:
 - 2010 Feeding America Agency Relations, Programs and Nutrition Conference.
 - 2012 National Anti-Hunger Policy Conference
 - 2013 Hunger and Environmental Nutrition Film Festival
 - 2014 Academy of Nutrition and Dietetics Public Policy Workshop

Adjunct Instructor and Teaching Assistant in Introduction to Nutrition and Community Nutrition

University of New Hampshire, Durham, NH

TA for Community Nutrition course, 2010 - 2014

Adjunct Instructor for Community Nutrition course, 2008

Nutrition Crossroads

(4/2001-1/2008)

Owner, Concord, NH

Nutrition Crossroads provided strategic consulting services to organizations requiring access to nutrition education and local agriculture in New Hampshire. Developed a broad client base with unique needs.

- Served as the food security consultant for the University of New Hampshire Cooperative Extension Nutrition Connections Program.
- Served as advisor on New Hampshire Department of Education nutrition wellness and standards committees.
- Grant writing and grant management for community food projects.
- State and local speaker about nutrition and organic agriculture. Presented to nutrition professionals at the New Hampshire Dietetic Association Spring Meeting in 2007 and at the American Dietetic Association Food and Nutrition Conference and Expo in October, 2008.

Independent Nutrition Consultant**(12/1992- 09/1997)**

Helen E. Costello, MS, RD, LD, Contoocook, NH

Delivered a range of services from client counseling in nutrition and wellness lifestyles to the development and implementation of health-education workshops.

- Provided private nutrition counseling to a diverse client base. Specialties included medical nutrition therapy for diabetes, risk factors for heart disease and weight loss.
- Consultant to New Hampshire Bureau of Special Medical Services.
- Developed and presented workplace food and nutrition workshops to corporate businesses in New Hampshire and northern Massachusetts.
- Auditor, Audits International, providing auditing services for the food industry.

Staff Dietitian**(2/1986 – 12/1992)**

Elliot Hospital, Manchester, NH

- Developed nutrition services and procedures for new Level II Neonatal Intensive Care Unit.
- Received NICU training at the James Whitcomb Riley Hospital for Children in Indianapolis.

Education and Credentials

M.S. Food Policy and Applied Nutrition: Agriculture, Food and Environment
Tufts University School of Nutrition Science and Policy

Medford, MA

M.S. Animal and Nutritional Sciences
University of New Hampshire

Durham, NH

B.S. Home Economics: Food and Nutrition Concentration
Montclair State College

Upper Montclair, NJ

Registered Dietitian and licensed in New Hampshire
ServSafe Food Protection Manager's Certificate

Publications

Costello, HE. Accepting Food Stamp Electronic Benefit Transfer (EBT) Cards at Farmers Markets and Farm Stands: A Primer for Farmers and Market Managers. UNH Cooperative Extension, May 2008.
http://extension.unh.edu/resources/files/Resource000816_Rep852.pdf

Costello, HE. Hunger in our own backyard: the face of hunger in the United States
Nutr. Clin. Pract., 2007. Dec.; 22(6):587-90.

McCullum, C, Desjardins, E, Kraak, VI, Ladipo, P, **Costello, HE.** Evidence based strategies to build community food security. *Journal of the American Dietetic Association*, 2005. Feb.;105 (2): 278-283.

Costello, HE, Kalinowski, M, Thompson, HJ. Dietary selenium intake of preschool children. *Journal of the American Dietetic Association*, 1986. Nov.;86(11):1576-77.

Awards

- 2012 Andrew L. Felker Award, N.H. Dept. Agriculture, Markets and Food
- 2009 Excellence in Hunger and Environmental Nutrition Leadership Award
Hunger and Environmental Nutrition Practice Group, American Dietetic Association
- 1990 New Hampshire Outstanding Dietitian of the Year

Community and Professional Involvement

Hillsborough County Cooperative Extension	Member Advisory Council
New Hampshire Food Solutions New England	Member Food Strategy Team
New Hampshire Hunger Solutions Advisory Steering Committee	Member
Milk Emergency Relief Fund Board	Member
City of Manchester Dept. of Public Health Healthy Eating Active Living Committee	Member
New Hampshire Farmers Market Association	Treasurer
Journal of Hunger and Environmental Nutrition	Books-Media Review Editor
American Dietetic Association Hunger and Environmental Nutrition Dietetic Practice Group	Past Chair, Chair-elect, Secretary
New Hampshire Dietetic Association	Past President, President-elect, Treasurer, Current Delegate
Governor’s Taskforce on Farm Viability – New Hampshire	Taskforce Member
New Hampshire Food Bank Advisory Committee	Past Committee Member

Dominique A. Rust

SUMMARY OF QUALIFICATIONS

A highly motivated and dedicated team player with years of progressive management experience in the non-profit and for-profit environment. Has a strong financial acumen with experience in P&L and budget preparation and analysis. Significant additional business experience includes hands-on and supervisory responsibility of human resources, employee benefits and 401K management, IT services, risk management, strategic planning, outcomes development and corporate governance.

EXPERIENCE

Vice President & COO 03/2006 to present

**NH Catholic Charities
Manchester, NH**

- Execute and develop strategic initiatives for the social services division and its programs. Included oversight of construction and move of two programs allowing for cost savings or program growth. Development of outcomes, measurement and statistical gathering for program analysis and to streamline grant writing.
- Maintain relationships with state and community agencies to promote the awareness of program services and collaborative efforts.
- Participation on various committee of the Board of Trustees including finance, program services and Governance committee.
- Develop and maintain Board of Trustees governance manual and policies. Worked with legal counsel on the revision and implementation of corporate by-laws and articles of incorporation.
- Ensure adherence to various state and federal laws and rulings on corporate policy implementation in areas relating to human resources, accounting, governance and IT.

Director of Administrative Services 2000 to 2006

**NH Catholic Charities
Manchester, NH**

- Responsible for the timely and accurate provision of services generated through the accounting, human resources, IT services and database management departments for the agency.
- Implemented new 401K retirement savings plan
- Policy and procedure development for payroll & human resources areas
- Negotiation of employee benefits contracts

Accounting Manager 1990 to 2000

**NH Catholic Charities
Manchester, NH**

- Oversaw the production of monthly comparative financial statements for six owned healthcare facilities and the social services division including program and departmental areas.
- Ensured timely and accurate preparation of financial schedules for year audit.
- Performed internal audits for finance, payroll & human resources departments of healthcare division

**Office Manager
1985 to 1990**

**LHR Corporation
Bedford, NH**

- Managed computer and accounting staffs responsible for the timely and accurate processing of all financial and inventory information for a chain of 21 retail clothing stores.
- Prepared all monthly financial statements, account reconciliations and cash flow/budget projections.
- Directly responsible for cash management, year-end audit schedules, and physical inventory reports and analysis.

**Accounting Manager
1981 to 1985**

**CW Communications/Peterborough
Peterborough, NH**

- Responsible for all cash receipts, cash disbursements and general ledger functions through trial balance as well as bank reconciliations, general ledger account reconciliations. Assisted in preparation of the monthly financial statements.
- Managed an office staff of six and coordinated the purchase of supplies, furniture and travel arrangements.

EDUCATION

Plymouth State College - AS
Contoocook Valley High School

1981
1979

KATHERINE HIZA, MA, RD, LD

EXECUTIVE HIGHLIGHTS

Registered Dietician - Highly skilled career professional with more than 20 years practical experience in medical nutrition therapy, state funded initiatives, public and private counseling, teaching and training across a broad range of age and economic groups.

Effective communicator - Design and deliver creative information sessions geared to a variety of audiences including but not limited to cooking, nutrition, wellness, physical activity, and food assistance; work closely with federal, state, and local agencies as well as national nonprofit organizations and educational institutions; instrumental in grant and proposal development.

Innovative Collaborator for Community Outreach, Education and Training - Facilitate collaborations, education, and training with private and public agencies such as Cooperative Extension, Farm to School, Wholesome Wave, 5-2-1-0, K-12 Wellness, Servicelink/2-1-1, NH Food Bank, Cooking Matters, Senior Nutrition, to meet the challenges of chronic disease management, obesity prevention, wellness initiatives and anti-hunger programming.

NH Food Bank, Manchester, NH SNAP Outreach Coordinator 2012 – current

Statewide initiative to increase awareness and break down barriers to access of the Supplemental Nutrition Assistance Program (food stamps); facilitate state wide hunger study

Lamprey Health Care, Raymond/Newmarket, NH Staff dietitian 2000 – 2011

Medical Nutrition Therapy: counseled lifecycle and disease management. Created and coordinated cooking, exercise and lifecycle nutrition classes.

EDUCATION

Immaculata College, Immaculata, Pa., M.A. in Nutrition Education
Boston Medical Center, Boston, Ma., Dietetic Internship, Registered Dietitian
Pennsylvania State University, State College, Pa., B.S. in Medical Dietetics

CREDENTIALS

Registered Dietitian, Academy of Nutrition and Dietetics, Licensed in State of NH
Yoga Instructor Certified YogaFit Levels 1, 2, and Specialty
Certified Hike Leader, Appalachian Mountain Club
Certified Wilderness First Aid and CPR

COMMUNITY SERVICE

Seacoast Growers Association – Board Member
Seacoast Eat Local – SNAP/EBT Committee Member
Nottingham Food Pantry – Committee Member
Appalachian Mountain Club – hike leader and Information Volunteer
References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dominique Rust	Chief Operating Officer – New Hampshire Catholic Charities	\$132,600	0%	0
Bruce Wilson	Director of Operations – New Hampshire Food Bank	\$78,030	0%	0
Helen E. Costello	Program Manager – New Hampshire Food Bank	\$60,000	0%	0
Katherine Hiza	SNAP Outreach Coordinator – New Hampshire Food Bank	\$18,336	33.5%	\$6,138