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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

September 15, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the New Hampshire Department of Health and Human Services, Division of Family Assistance to enter into a **sole source** agreement with New Hampshire Catholic Charities d/b/a New Hampshire Food Bank (Vendor #177165 B003), 700 East Industrial Park Drive, Manchester NH 03109, to provide outreach activities and assistance to individuals regarding the Food Stamp Program, in an amount not to exceed \$23,725, effective October 1, 2014, or date of Governor and Executive Council approval, whichever is later, through September 30, 2015.

Funds to support this request are available in the following account for State Fiscal Year 2015, and anticipated to be available in State Fiscal Year 2016, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without further 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
2015	102-500731	Contracts for Program Services	45068005	\$17,926
2016	102-500731	Contracts for Program Services	45068005	\$5,799
			Total:	\$23,725

EXPLANATION

This agreement is **sole source** because the United States Department of Agriculture Food and Nutrition Service required the Department of Health and Human Services to designate an agency when submitting the Federal Fiscal Year 2015 Outreach Plan for funding. New Hampshire Catholic Charities d/b/a the New Hampshire Food Bank was identified as the designee in the Federal Fiscal Year 2015 Outreach Plan.

The purpose of this request is to augment funding received by the vendor from two (2) national charities, Feeding America and Share Our Strength, which will allow the vendor 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, especially for those individuals wishing to apply on-line. The Food Stamp Outreach Coordinator will assist individuals with on-line Food Stamp applications at agencies that provide services to a population which is likely to be eligible for Food Stamp benefits.

The Food Stamp Outreach Coordinator will assist the Department with outreach efforts to alert potential clients to the availability of the on-line Food Stamp application and will assist individuals with the on-line application at the applicant's request. Additionally, the Food Stamp Outreach Coordinator will update the NH Food Bank website regularly with current information regarding the Food Stamp Program and application process.

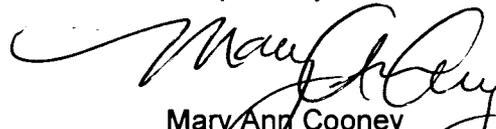
Should Governor and Council not authorize this request, individuals who are eligible to receive Food Stamps will not benefit from nutrition and lifestyle educational opportunities available through the NH Food Bank, which are designed to improve the health and well-being of New Hampshire citizens. Further, many individuals will 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.

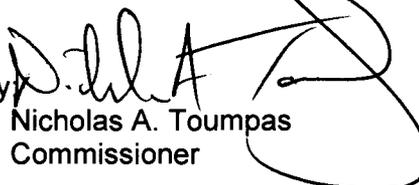
Source of Funds: 100% Federal Funds.

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

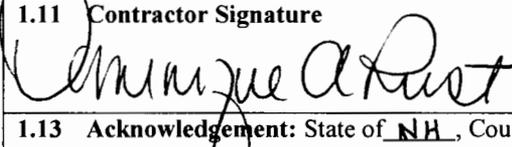
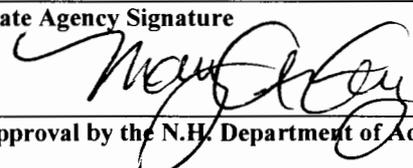
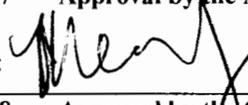
Subject: SNAP - Ed Food Stamp Outreach Activities

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, 2015	1.8 Price Limitation \$23,725
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>9/10/14</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] 		MICHAL L. WATERMAN, Notary Public My Commission Expires June 20, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace MICHAL L. WATERMAN, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Carey Assoc 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:  Megan A. Yocum - Attorney On: 10/3/14			
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: 1/10/14

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: DAR
Date: 9/10/14

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.

DAR
11/11/14



Exhibit A

Scope of Services

1. Conditional Nature of Agreement

1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Catalog of Federal Domestic Assistance, CFDA #10.561, United States Department of Agriculture, Supplemental Nutrition Assistance Program. The State has submitted its annual State Plan to the Federal Office of Food and Nutrition Services and will continue to perform due diligence in the pursuing approval for federal funds. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of the federal funds identified in Exhibit B, Method and Conditions Precedent to Payment, Paragraph 2.

2. Services to be Provided

- 2.1. The Contractor shall create two part time Food Stamp Outreach Coordinator positions.
- 2.2. The Contractor shall ensure Food Stamp Outreach Coordinators perform outreach activities as well as provide online Food Stamp application assistance to individuals, as needed. The Contractor shall conduct outreach activities that include, but are not limited to:
 - 2.2.1. Ensuring that the Contactor's website includes an up to date Food Stamp Outreach link that redirects users to the on-line Food Stamp application, NH EASY.
 - 2.2.2. Collaborating with the Department to provide general written and verbal information about the Food Stamp Program in venues that include, but are not limited to food pantries, shelters, soup kitchens, senior centers, and other human service agencies.
 - 2.2.3. Providing potential Food Stamp applicants with instructions and guidance on how to apply for Food Stamps.
 - 2.2.4. Assisting the Department with outreach efforts to alert potential Food Stamp applicants to the availability of the on-line Food Stamp application, NH EASY.
 - 2.2.5. Assisting potential Food Stamp clients complete either the on-line or paper Food Stamp application, as requested by potential clients.
 - 2.2.6. Explaining how to obtain verifications needed in the Food Stamp eligibility determination to Food Stamp applicants.
 - 2.2.7. Referring current Food Stamp recipients who have active Food Stamp case concerns and/or questions to the Client Processing Center at 603-271-9700



Exhibit A

3. Reporting Requirements

3.1. 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:

3.1.1. The total weekly hours worked for the month.

3.1.2. The total weekly hours spent in assisting individuals with on-line Food Stamp applications, by location.

4. Requirements of Delivery of Services

4.1. The Contractor shall ensure Food Stamp Outreach Coordinators spend his or her time assisting individuals who have requested assistance with the on-line Food Stamp applications at food pantries and other venues as appropriate.

4.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

Contractor Initials DAR
Date: 9/10/14



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: Laurie Green, Food Stamp Program Manager
Division of Family Assistance
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
5. A final payment request shall be submitted no later than sixty (60) days from the Form P37, General Provisions, Contract Completion Date, block 1.7.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
8. Notwithstanding paragraph 18 of 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 d/b/s New Hampshire Food Bank

Budget Request for: NH Food Bank SNAP Outreach Plan

Budget Period: Oct. 1, 2014 - June 30, 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 25,350.00	\$ -	\$ 25,350.00	\$ 12,675.00	\$ -	\$ 12,675.00	\$ 12,675.00	\$ -	\$ 12,675.00
2. Employee Benefits	\$ 1,902.00	\$ -	\$ 1,902.00	\$ 951.00	\$ -	\$ 951.00	\$ 951.00	\$ -	\$ 951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00
Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,230.00	\$ -	\$ 1,230.00	\$ 615.00	\$ -	\$ 615.00	\$ 615.00	\$ -	\$ 615.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Indirect expenses	\$ -	\$ 1,869.00	\$ 1,869.00	\$ -	\$ 935.00	\$ 935.00	\$ -	\$ 935.00	\$ 935.00
TOTAL	\$ 33,982.00	\$ 1,869.00	\$ 35,851.00	\$ 18,991.00	\$ 935.00	\$ 19,926.00	\$ 18,991.00	\$ 935.00	\$ 19,926.00

Indirect As A Percent of Direct

5.5%

Date: *9/1/14*

Contractor Initials: *DAR*

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: NH Food Bank SNAP Outreach Plan

Budget Period: July 1, 2016 - September 30, 2016

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 8,450.00	\$ -	\$ 8,450.00	\$ 4,225.00	\$ -	\$ 4,225.00	\$ 4,225.00	\$ -	\$ 4,225.00
2. Employee Benefits	\$ 634.00	\$ -	\$ 634.00	\$ 317.00	\$ -	\$ 317.00	\$ 317.00	\$ -	\$ 317.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 410.00	\$ -	\$ 410.00	\$ 205.00	\$ -	\$ 205.00	\$ 205.00	\$ -	\$ 205.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Indirect expenses	\$ -	\$ 605.00	\$ 605.00	\$ -	\$ 302.00	\$ 302.00	\$ -	\$ 302.00	\$ 302.00
TOTAL	\$ 10,994.00	\$ 605.00	\$ 11,609.00	\$ 6,497.00	\$ 302.00	\$ 6,799.00	\$ 6,497.00	\$ 302.00	\$ 6,799.00

Indirect As A Percent of Direct

5.5%

Date:

Contractor Initials:

g/olck
JAR



SPECIAL PROVISIONS

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

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

g. roker
DMR



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials 9/10/14
Date [Signature]



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.

Contractor Initials *g/n/r*
Date *DMC*



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

g/d/k
Date *[Signature]*



- 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.

9/10/14
Date

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

Contractor Initials DR
Date 9/10/14



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

9/10/14
Date

Contractor Name:

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

9/10/14
Date DR



**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 Order 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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DAR



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.

09/10/14
Date

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

Contractor Initials DR
Date 09/10/14



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

[Handwritten Signature]
[Handwritten Date: 6/27/14]

New Hampshire Department of Health and Human Services
Exhibit G

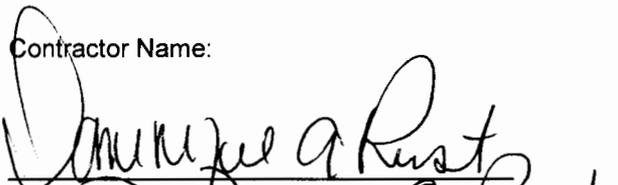


against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

9/10/14
Date

Contractor Name:

Name: Dominique A. Rust
Title: VP+COO

Contractor Initials 
Date 9/10/14



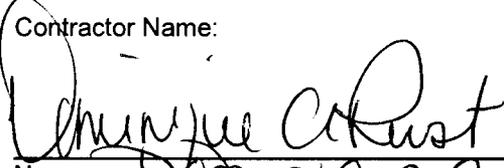
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.

9/10/14
Date

Contractor Name:

Name: Dominique A Rust
Title: VP+COO

Contractor Initials 
Date 9/10/14



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]
9/10/14



Exhibit I

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

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

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

[Handwritten Signature]
9/10/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]

9/10/14



Exhibit I

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

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

DMC

9/10/14



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Handwritten Signature]
Date 11/10/14



Exhibit I

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

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

NH DHHHS
 The State

Mary Conway
 Signature of Authorized Representative

Mary Conway
 Name of Authorized Representative

Assoc Commissioner
 Title of Authorized Representative

9/28/14
 Date

NH Catholic Charities dba Northford Bank
 Name of the Contractor

Dominique A. Rust
 Signature of Authorized Representative

Dominique A. Rust
 Name of Authorized Representative

VP + COO
 Title of Authorized Representative

9/10/14
 Date

Contractor Initials DAR

Date 9/10/14



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.

9/10/14
Date

Contractor Name:

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

Contractor Initials DAR
Date 9/10/14



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: _____

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

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 NH 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 10th day of Sept, 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 10th day of Sept, 2014.

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

Michael L. Waterman
(Notary Public/Justice of the Peace)

NOTARY SEAL:

MICHAEL L. WATERMAN, Notary Public
My Commission Expires June 30, 2017

Commission Expires: _____

NEW HAMPSHIRE CATHOLIC CHARITIES

MANCHESTER, NEW HAMPSHIRE

MARCH 31, 2014 AND 2013



INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of **New Hampshire Catholic Charities d/b/a Catholic Charities of New Hampshire** (a non-profit organization) which comprise the statements of financial position as of March 31, 2014 and 2013, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free 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, 2014 and 2013, 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.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended , as required by the Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, is presented for purposes of additional analysis and is 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 supplemental information and schedules have been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

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 12 and the supplemental schedules of statements of financial position and statements of activities for the Rehabilitation and Nursing Centers (before eliminations) included in Exhibit I, as of March 31, 2014 and 2013, and for the years then ended, 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 supplemental information and schedules have 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.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 30, 2014, on our consideration of New Hampshire Catholic Charities' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering New Hampshire Catholic Charities' internal control over financial reporting and compliance.

Manchester, New Hampshire
July 30, 2014

Howe, Riley + Howe, P.C.

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Financial Position with Supplemental Combining Information
March 31, 2014

	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 ASSETS											
Cash and cash equivalents	181,045	95,451	8,264,409	1,927,036	494	204,304	10,672,739	1,125,059	-	-	11,797,798
Bond escrow funds	-	-	254,954	142,388	-	-	397,342	-	-	-	397,342
Accounts receivable:											
Services, net of allowance for doubtful accounts of \$540,791	192,701	116,771	5,101,878	708	78,328	45,524	5,535,910	-	-	-	5,535,910
Affiliates	1,104,872	-	40,323	-	-	27,795	1,172,990	-	-	(1,164,684)	8,306
Pledges receivable	585,984	52,331	-	-	-	-	638,315	-	-	-	638,315
Inventory	-	555,923	-	-	-	-	555,923	-	-	-	555,923
Prepaid expenses	138,258	14,618	154,108	213	2,410	3,759	313,366	-	-	-	313,366
Patient/tenant/other cash held in trust	4,307	-	130,052	108,027	-	-	242,386	-	-	-	242,386
Total current assets	2,207,167	835,094	13,945,724	2,178,372	81,232	281,382	19,528,971	1,125,059	-	(1,164,684)	19,489,346
TEMPORARILY RESTRICTED CASH											
	-	-	-	-	-	-	-	164,683	-	-	164,683
FIXED ASSETS											
Land and land improvements	737,259	-	590,403	60,575	-	192,328	1,580,565	12,200	-	-	1,592,765
Buildings and improvements	8,863,387	30,477	22,472,891	5,340,130	-	1,523,192	38,230,077	69,390	-	-	38,299,467
Equipment and vehicles	1,110,227	1,000,671	4,041,553	80,613	15,789	275,600	6,524,453	-	-	-	6,524,453
Furniture and fixtures	311,478	62,437	2,524,230	157,891	-	104,511	3,160,547	-	-	-	3,160,547
Leasehold improvements	1,130,836	-	11,324	-	-	-	1,142,160	-	-	-	1,142,160
Construction in process	408,265	-	269,248	-	-	21,104	698,617	-	-	-	698,617
	12,561,452	1,093,585	29,909,649	5,639,209	15,789	2,116,735	51,336,419	81,590	-	-	51,418,009
Less: accumulated depreciation and amortization	4,128,945	711,999	18,828,915	3,622,846	11,032	1,361,007	28,664,744	66,622	-	-	28,731,366
Fixed assets, net	8,432,507	381,586	11,080,734	2,016,363	4,757	755,728	22,671,675	14,968	-	-	22,686,643
OTHER ASSETS											
Investments, at fair value	9,846,131	-	8,023,880	893,311	-	954,714	19,718,036	3,313,358	1,665,617	-	24,697,011
Capitalized bond fees, less accumulated amortization of \$207,937	-	-	66,702	37,189	-	-	103,891	-	-	-	103,891
Bond escrow funds, net of current portion above	-	-	219,947	123,554	-	-	343,501	-	-	-	343,501
Other assets held for restrictive purposes	-	-	5,410,372	1,075,746	-	-	6,486,118	-	31,297	-	6,517,415
Pledges receivable, less current portion above	59,080	-	-	-	-	-	59,080	-	-	-	59,080
Intangible assets	-	-	-	-	143,921	-	143,921	-	-	(181,116)	143,921
Accounts receivable - affiliate	-	-	181,116	-	-	-	181,116	-	-	-	181,116
Other	59,343	-	106,645	-	-	-	165,988	-	-	-	165,988
Total other assets	9,964,554	-	14,008,662	2,129,800	143,921	954,714	27,201,651	3,313,358	1,696,914	(181,116)	32,030,807
Total	\$ 20,604,228	\$ 1,216,680	\$ 39,035,120	\$ 6,324,535	\$ 229,910	\$ 1,991,824	\$ 69,402,297	\$ 4,618,068	\$ 1,696,914	\$ (1,345,800)	\$ 74,371,479

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, 2014

	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 LIABILITIES											
Current portion of mortgage bonds payable	-	-	211,301	118,699	-	-	330,000	-	-	-	330,000
Accounts payable:											
Trade	182,502	139,333	1,627,747	39,177	2,088	22,291	2,013,138	-	-	-	2,013,138
Other	-	77,993	576,697	-	-	-	654,690	-	-	-	654,690
Affiliates	31,431	44,345	48,251	181,116	931,584	-	1,236,727	136,825	-	(1,345,800)	27,752
Accrued expenses:											
Salaries and wages	40,742	35,568	754,479	-	7,443	6,892	845,124	-	-	-	845,124
Interest	-	-	25,730	13,404	-	-	39,134	-	-	-	39,134
Deferred patient service revenue	-	-	134,691	-	-	-	134,691	-	-	-	134,691
Employee benefits payable	186,057	36,232	1,382,451	-	299	30,849	1,635,888	-	-	-	1,635,888
Patient/tenant/other cash held in trust payable	4,307	-	130,052	108,027	-	-	242,386	-	-	-	242,386
Total current liabilities	445,039	333,471	4,891,399	460,423	941,414	60,032	7,131,778	136,825	-	(1,345,800)	5,922,803
MORTGAGE BONDS PAYABLE, less current											
Total liabilities	445,039	333,471	7,090,857	1,695,966	941,414	60,032	10,566,779	136,825	-	(1,345,800)	9,357,804
NET ASSETS (DEFICIT)											
Unrestricted	20,159,189	883,209	31,944,263	4,628,569	(711,504)	1,931,792	58,835,518	-	-	-	58,835,518
Temporarily restricted	-	-	-	-	-	-	-	4,481,243	-	-	4,481,243
Permanently restricted	-	-	-	-	-	-	-	-	1,696,914	-	1,696,914
Total net assets (deficit)	20,159,189	883,209	31,944,263	4,628,569	(711,504)	1,931,792	58,835,518	4,481,243	1,696,914	-	65,013,675
Total	\$ 20,604,228	\$ 1,216,680	\$ 39,035,120	\$ 6,324,535	\$ 229,910	\$ 1,991,824	\$ 69,402,297	\$ 4,618,068	\$ 1,696,914	\$ (1,345,800)	\$ 74,371,479

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

	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	-	-	-	5,272,590
Affiliates	300,083	-	37,944	-	-	23,367	361,394	-	-	(354,887)	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 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	11,738	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	59,342	-	181,116	-	-	-	181,116	-	-	(181,116)	-
Other, net of allowance of \$113,942	-	-	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 Activities with Supplemental Combining Information
For the Year Ended March 31, 2014

	UNRESTRICTED										RESTRICTED				
	Supplemental Combining Information										Total Unrestricted	Temporarily Restricted	Permanently Restricted	Eliminations & Reclassifications	Totals
	Home Office	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home									
REVENUE, GAINS AND OTHER SUPPORT:															
Patient and resident services, net	-	-	40,468,798	1,300,669	245,653	334,535	-	-	-	-	42,349,655	-	-	-	42,349,655
Annual appeal	3,228,360	30,254	-	-	-	-	-	-	-	-	3,258,614	-	-	-	3,258,614
Bequests, donations and fundraising	2,318,123	4,392,494	53,081	484	-	397,061	-	-	-	-	7,161,243	444,796	-	-	7,606,039
Capital campaign contributions	22,867	-	-	-	-	-	-	-	-	-	22,867	-	-	-	22,867
In-kind donations	55,862	12,123,369	20,926	3,408	-	17,194	-	-	-	-	12,220,759	-	-	-	12,220,759
Net assets released from restriction	122,317	155,121	-	-	-	72,246	-	-	-	-	349,684	(349,684)	-	-	-
Management fee income	189,504	-	-	-	-	-	-	-	-	-	189,504	-	-	-	189,504
Other	1,165,314	667,626	170,399	6,042	-	6,906	-	-	-	-	2,016,287	-	(345,000)	-	1,671,287
Total revenue, gains and other support	7,102,347	17,368,864	40,713,204	1,310,603	245,653	827,942	-	-	-	-	67,568,613	95,112	(345,000)	-	67,318,725
EXPENSES:															
Program services:															
Rehabilitation and nursing centers, including interest of \$143,662	-	-	38,257,612	-	-	-	-	-	-	-	38,257,612	-	-	-	38,257,612
Family services	663,294	-	-	-	-	-	-	-	-	-	663,294	-	-	-	663,294
Parish and community services	824,270	-	-	-	-	-	-	-	-	-	824,270	-	-	-	824,270
Children's home	67,468	-	-	-	-	957,396	-	-	-	-	1,024,864	-	-	-	1,024,864
Senior living communities, including interest of \$80,702	-	-	-	810,338	-	-	-	-	-	-	810,338	-	-	-	810,338
Home health services	69,146	-	-	-	407,789	-	-	-	-	-	407,789	-	-	-	407,789
Unmarried mothers and adoption	-	-	-	-	-	-	-	-	-	-	69,146	-	-	-	69,146
Food bank program	-	16,397,182	-	-	-	-	-	-	-	-	16,397,182	-	(345,000)	-	16,052,182
Food bank real estate	283,938	-	-	-	-	-	-	-	-	-	283,938	-	-	-	283,938
Our Place	306,519	-	-	-	-	-	-	-	-	-	306,519	-	-	-	306,519
Residence for infirmed priests	944,529	-	-	-	-	-	-	-	-	-	944,529	-	-	-	944,529
Immigration	614,604	-	-	-	-	-	-	-	-	-	614,604	-	-	-	614,604
Other programs	530,926	-	-	-	-	-	-	-	-	-	530,926	-	-	-	530,926
Fundraising:															
Annual campaign and other events	1,011,278	237,287	-	-	-	24,715	-	-	-	-	1,273,280	-	-	-	1,273,280
Capital campaign	22,272	-	-	-	-	-	-	-	-	-	22,272	-	-	-	22,272
Support services:															
General and administrative	1,112,225	301,878	1,526,028	47,196	20,280	87,264	-	-	-	-	3,094,871	6,102	-	-	3,100,973
Total expenses	6,450,469	16,936,347	39,783,640	857,534	428,069	1,069,375	-	-	-	-	65,525,434	6,102	(345,000)	-	65,186,536
INVESTMENT INCOME, net	1,215,208	176	1,109,799	125,112	-	145,878	-	-	-	-	2,596,173	437,991	-	-	3,034,164
CHANGE IN NET ASSETS (DEFICIT)	1,867,086	432,693	2,039,363	578,181	(182,416)	(95,555)	-	-	-	-	4,639,352	527,001	-	-	5,166,353
NET ASSETS (DEFICIT) - beginning of year	18,292,103	450,516	29,904,900	4,050,388	(529,088)	2,027,347	-	-	-	-	54,196,166	3,954,242	1,696,914	-	59,847,322
NET ASSETS (DEFICIT) - end of year	\$ 20,159,189	\$ 883,209	\$ 31,944,263	\$ 4,628,569	\$ (711,504)	\$ 1,931,792	\$ -	\$ -	\$ -	\$ -	\$ 58,835,518	\$ 4,481,243	\$ 1,696,914	\$ -	\$ 63,013,675

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			Totals
	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
REVENUE, GAINS AND OTHER SUPPORT:										
Patient and resident services, net	-	-	40,199,275	1,231,277	500,700	684,407	42,615,659	-	-	-
Annual appeal	3,079,029	7,676	-	-	-	-	3,086,705	-	-	-
Bequests, donations and fundraising	1,303,708	3,412,575	54,159	-	-	392,685	5,163,127	735,134	-	-
Capital campaign contributions	598,409	-	-	-	-	-	598,409	-	-	-
In-kind donations	35,307	12,471,958	10,793	3,408	-	16,670	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	-	-	-
Other	1,118,061	557,121	170,898	7,456	-	-	1,853,536	-	(345,000)	-
	<u>6,563,348</u>	<u>16,452,397</u>	<u>40,435,125</u>	<u>1,242,141</u>	<u>500,700</u>	<u>1,151,301</u>	<u>66,345,012</u>	<u>411,834</u>	<u>-</u>	<u>(345,000)</u>
Total revenue, gains and other support										
EXPENSES:										
Program services:										
Rehabilitation and nursing centers, including interest of \$154,957	-	-	37,330,632	-	-	-	37,330,632	-	-	-
Family services	664,781	-	-	-	-	-	664,781	-	-	-
Parish and community services	860,104	-	-	-	-	-	860,104	-	-	-
Children's home	59,596	-	-	-	-	968,949	1,028,545	-	-	-
Senior living communities, including interest of \$87,047	-	-	-	783,765	-	-	783,765	-	-	-
Home health services	-	-	-	-	687,238	-	687,238	-	-	-
Unmarried mothers and adoption	79,211	-	-	-	-	-	79,211	-	-	-
Food bank program	-	16,053,897	-	-	-	-	16,053,897	-	(345,000)	-
Food bank real estate	290,712	-	-	-	-	-	290,712	-	-	-
Our Place	253,012	-	-	-	-	-	253,012	-	-	-
Residence for in-firmed priests	893,536	-	-	-	-	-	893,536	-	-	-
Immigration	629,203	-	-	-	-	-	629,203	-	-	-
Other programs	378,443	-	-	-	-	-	378,443	-	-	-
Fundraising:										
Annual campaign and other events	926,942	319,227	-	-	-	23,317	1,269,486	-	-	-
Capital campaign	117,490	-	-	-	-	-	117,490	-	-	-
Support services:										
General and administrative	752,553	289,979	1,346,796	41,664	17,904	53,652	2,502,548	4,982	-	-
	<u>5,905,583</u>	<u>16,663,103</u>	<u>38,677,428</u>	<u>825,429</u>	<u>705,142</u>	<u>1,045,918</u>	<u>63,822,603</u>	<u>4,982</u>	<u>-</u>	<u>(345,000)</u>
Total expenses										
INVESTMENT INCOME, net										
	873,101	70	856,285	91,014	-	111,904	1,932,374	327,370	-	-
	<u>1,530,866</u>	<u>(210,636)</u>	<u>2,613,982</u>	<u>507,726</u>	<u>(204,442)</u>	<u>217,287</u>	<u>4,454,783</u>	<u>734,222</u>	<u>-</u>	<u>-</u>
CHANGE IN NET ASSETS (DEFICIT)										
	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	-
NET ASSETS (DEFICIT) - beginning of year										
	<u>\$ 18,292,103</u>	<u>\$ 450,516</u>	<u>\$ 29,904,900</u>	<u>\$ 4,050,388</u>	<u>\$ (529,088)</u>	<u>\$ 2,027,347</u>	<u>\$ 54,196,166</u>	<u>\$ 3,954,242</u>	<u>\$ 1,696,914</u>	<u>\$ -</u>
NET ASSETS (DEFICIT) - end of year										

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

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Functional Expenses with Supplemental Combining Information
For the Year Ended March 31, 2014

UNRESTRICTED
Supplemental Combining Information
Program Services

	Family Services	Parish and Community Services	Our Place	Residence for Infirm Priests	Immigration Programs	Other Programs	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Program Services
Salaries and wages	382,263	408,411	185,541	540,226	331,811	429,828	1,072,620	18,522,119	159,229	252,030	487,435	22,771,513
Employee benefits	72,244	77,185	35,066	99,970	62,709	25,366	216,010	4,035,586	33,529	32,570	136,984	4,827,219
Payroll taxes	26,103	27,889	12,670	36,121	22,658	9,165	76,477	1,374,046	11,756	20,133	29,877	1,646,895
Professional fees	-	-	-	9,158	-	18,615	19,830	478,328	8,121	3,389	37,271	574,712
Fundraising costs	-	-	-	-	-	-	-	4,443,438	-	-	-	4,449,701
Purchased services - healthcare	-	-	-	5,559	-	9,996	47,765	74,147	9,716	-	704	176,230
Other purchased services	25	36	-	16,550	150	-	37,167	33,517	3,263	4,023	-	78,136
Advertising and promotion	16	-	-	-	-	-	75	69,563	-	408	-	70,903
Recruiting advertising	10	654	193	-	-	-	-	90,444	813	3,831	3,426	130,700
Office supplies	5,665	5,617	3,182	1,895	6,389	595	8,843	1,425,248	13,892	249	805	1,433,098
Healthcare supplies	-	-	-	6,888	-	149	-	483,690	-	-	-	576,010
Other supplies	596	1,189	493	13,778	1,334	90	48,828	16,900	181	665	1,307	190,958
Postage and shipping	1,174	1,204	333	429	4,705	240	26,523	-	-	-	-	28,287
Program materials	27	1,702	35	-	-	-	199,738	7,249	140	663	981	213,975
Printing	919	1,049	922	148	2,146	20	9,225	86,390	1,226	3,928	6,306	140,287
Telephone	26,366	78	3,352	1,733	25	1,658	9,225	79,720	1,485	2,060	534	108,689
Dues and subscriptions	2,170	185	145	926	12,454	152	8,858	178,244	-	8,624	10,500	272,478
Information technology	22,919	1,547	4,176	3,949	7,175	4,329	31,015	1,182,428	244,067	7,656	55,263	2,335,049
Rent and occupancy costs	4,881	99,221	16,535	61,200	40,201	88,507	535,090	-	-	-	-	-
Equipment maintenance, repair and rentals	6,621	3	1,703	6,380	592	23	47,419	210,796	7,231	3,288	5,176	289,232
Travel	14,626	14,216	2,338	963	16,335	2,916	77,944	22,519	1,619	3,161	7,006	163,643
Hospitality	17	222	870	60	1,435	260	925	1,673	-	15	-	5,477
Conferences and meetings	2,220	2,637	652	606	11,892	1,159	15,147	29,342	-	1,865	2,945	68,465
Interest	-	-	-	-	-	-	559	143,662	80,702	2,982	-	227,905
Depreciation and amortization	-	-	-	75,358	-	292,804	77,208	866,240	191,253	17,339	85,565	1,605,767
Insurance	-	-	2,990	11,541	-	21,859	41,963	781,744	38,760	8,704	30,958	938,519
Miscellaneous	45	29	150	1,989	43	5,606	33,397	104,993	3,193	248	24,897	174,590
Grants and awards	644	77,717	879	-	-	9,600	53	-	-	-	5,787	94,680
Food purchases and vending	479	410	389	47,430	641	280	1,379,989	1,098,062	-	-	9,340	2,537,020
Food donations	-	-	-	-	-	-	11,942,976	-	-	-	-	11,942,976
Clothing	-	-	-	-	-	-	-	-	-	-	1,965	1,965
Vista cost share	-	-	-	-	-	2,247	-	-	-	-	-	2,247
Parish allocations	-	-	-	-	-	-	-	-	-	-	-	-
Nursing facility assessment tax	-	-	-	-	-	-	-	2,203,944	-	-	-	2,203,944
Loss on disposal of fixed assets	-	-	-	-	-	-	-	35,340	(17)	-	-	35,323
Bad debts	-	-	-	-	-	-	107	165,524	-	28,881	-	194,512
Administration costs	92,724	103,068	33,881	-	73,834	26,011	247,438	-	-	-	-	576,956
RCB Sponsorship	-	-	-	-	-	-	-	-	-	-	-	-
Bank service charges	540	1	16	1,672	80	3	30,173	12,716	179	1,077	493	46,950
	\$ 663,294	\$ 824,270	\$ 306,519	\$ 944,529	\$ 614,604	\$ 951,478	\$ 16,397,182	\$ 38,257,612	\$ 810,338	\$ 407,789	\$ 957,396	\$ 61,135,011

(Continued)

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Functional Expenses with Supplemental Combining Information
For the Year Ended March 31, 2014
(Continued)

	UNRESTRICTED Supplemental Combining Information		RESTRICTED		Eliminations & Reclassifi- cations	2014 Totals
	Total Fundraising	Total General and Administrative	Total Unrestricted	Temporarily Restricted		
Salaries and wages	479,947	2,142,281	25,393,741	-	-	25,393,741
Employee benefits	89,760	407,294	5,324,273	-	-	5,324,273
Payroll taxes	33,702	147,105	1,827,702	-	-	1,827,702
Professional fees	80,570	224,392	879,674	1,927	-	881,601
Fundraising costs	155,111	-	155,111	-	-	155,111
Purchased services - healthcare	-	-	4,449,701	-	-	4,449,701
Other purchased services	5,004	768	182,002	-	-	182,002
Advertising and promotion	28,062	3,875	110,073	-	-	110,073
Recruiting advertising	150	43,545	114,598	-	-	114,598
Office supplies	6,590	18,727	156,017	-	-	156,017
Healthcare supplies	-	-	1,433,098	-	-	1,433,098
Other supplies	9,576	2,360	587,946	-	-	587,946
Postage and shipping	30,054	9,670	230,682	-	-	230,682
Program materials	-	-	28,287	-	-	28,287
Printing	76,260	3,094	293,329	-	-	293,329
Telephone	662	14,734	155,683	-	-	155,683
Dues and subscriptions	2,290	4,626	115,605	-	-	115,605
Information technology	10,508	63,321	346,307	-	-	346,307
Rent and occupancy costs	-	108,917	2,443,966	-	(345,000)	2,098,966
Equipment maintenance, repair and rentals	7,448	9,859	306,519	3,803	-	310,342
Travel	5,121	20,273	189,037	-	-	189,037
Hospitality	2,978	12,762	21,217	-	-	21,217
Conferences and meetings	9,243	29,281	106,989	-	-	106,989
Interest	-	2,070	229,975	162	-	230,137
Depreciation and amortization	-	80,839	1,686,606	-	-	1,686,606
Insurance	-	134,885	1,073,404	210	-	1,073,614
Miscellaneous	5,113	22,909	202,612	-	-	202,612
Grants and awards	85,441	189,909	370,030	-	-	370,030
Food purchases and vending	-	5,358	2,542,378	-	-	2,542,378
Food donations	-	-	11,942,976	-	-	11,942,976
Clothing	-	-	1,965	-	-	1,965
Vista cost share	-	-	2,247	-	-	2,247
Parish allocations	88,378	-	88,378	-	-	88,378
Nursing facility assessment tax	-	-	2,203,944	-	-	2,203,944
Loss on disposal of fixed assets	-	-	35,323	-	-	35,323
Bad debts	-	1,290	195,802	-	-	195,802
Administration costs	57,868	(634,824)	-	-	-	-
RCB Sponsorship	-	25,200	25,200	-	-	25,200
Bank service charges	25,716	351	73,017	-	-	73,017
	\$ 1,295,552	\$ 3,094,871	\$ 65,525,434	\$ 6,102	\$ (345,000)	\$ 65,186,536

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

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

UNRESTRICTED

Supplemental Combining Information

Program Services

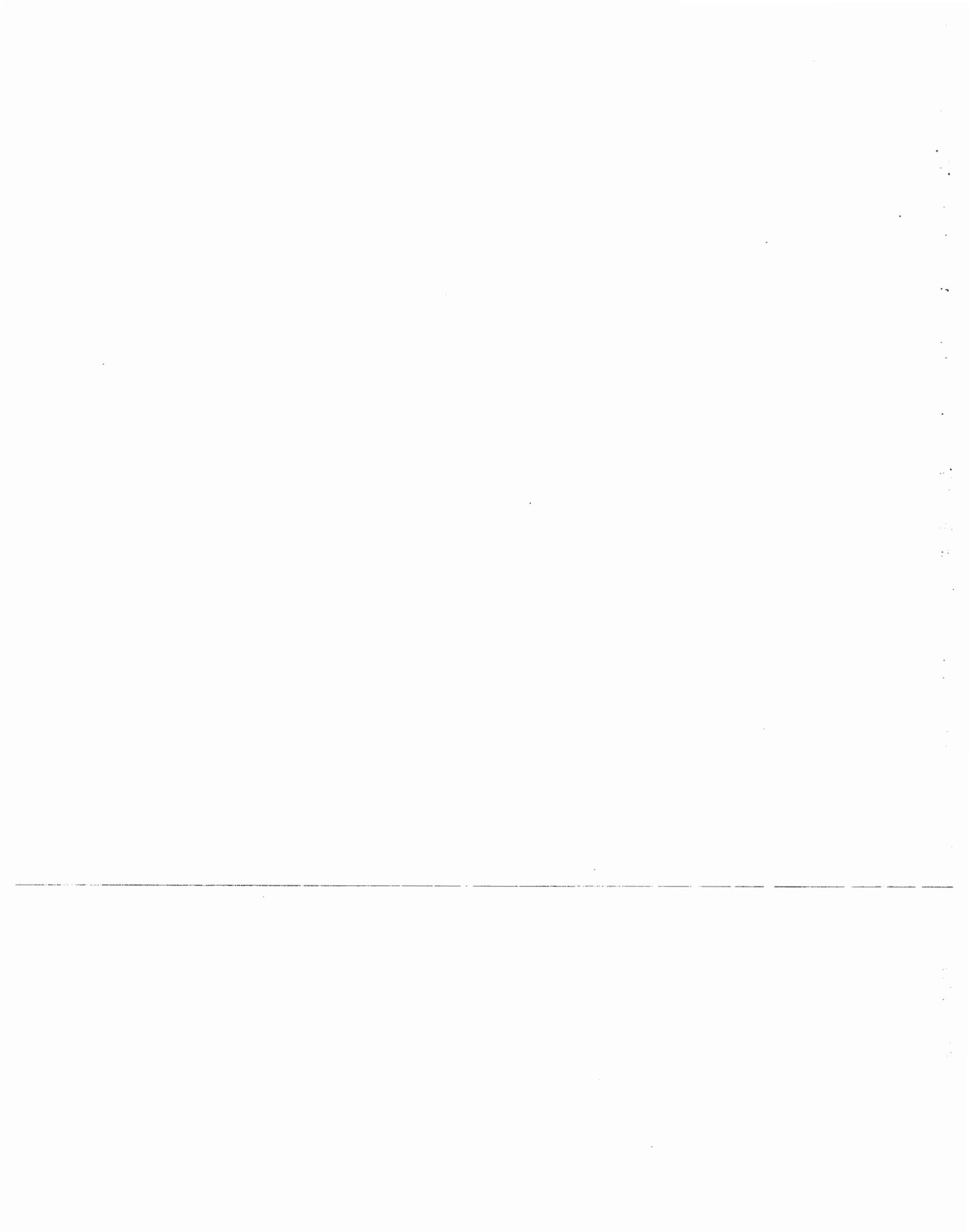
	Family Services	Parish and Community Services	Our Place	Residence for Infirm Priests	Immigration	Other Programs	Food Bank	Six Rehabilitation and Nursing Centers	Three Senior Living Communities	Trinity Home Care	St. Charles Children's Home	Total Program Services
Salaries and wages	405,116	460,432	155,485	513,011	357,163	303,637	972,812	18,018,903	155,845	424,291	528,105	22,294,800
Employee benefits	74,450	84,615	28,574	92,429	65,636	25,909	189,061	3,711,711	33,846	77,771	123,758	4,507,760
Payroll taxes	27,966	31,784	10,733	34,719	24,655	9,733	69,880	1,339,405	11,357	31,462	32,427	1,624,121
Professional fees	-	-	-	7,150	625	13,807	8,530	381,073	7,960	3,644	10,788	433,577
Fundraising costs	-	-	-	-	-	-	-	-	-	-	-	-
Purchased services - healthcare	-	-	-	6,531	-	-	-	4,463,021	-	720	-	4,470,272
Other purchased services	108	-	-	5	27,371	-	72,243	76,135	11,013	4,980	3,675	190,550
Advertising and promotion	150	-	150	-	-	630	158,740	30,416	2,800	4,980	3,036	200,902
Recruiting advertising	181	499	-	-	-	-	-	21,177	-	279	-	22,136
Healthcare supplies	4,193	5,027	1,562	1,975	6,832	173	8,229	78,138	876	4,224	5,912	117,141
Office supplies	750	867	426	7,550	-	89	75,627	1,652,027	-	-	4,922	1,664,588
Postage and shipping	1,165	1,222	305	14,692	119	10	121,318	461,064	10,091	1,375	16,995	582,016
Program materials	60	4,426	134	445	3,136	319	65,397	14,907	117	846	841	144,621
Printing	1,460	1,138	93	-	1,367	134	107,350	9,978	-	1,039	-	70,017
Telephone	26,360	351	3,061	1,636	55	1,349	8,630	80,324	1,144	3,909	7,501	123,355
Dues and subscriptions	701	521	135	359	10,173	174	7,716	78,579	1,610	2,517	586	103,071
Information technology	8,288	623	661	2,213	7,175	2,953	29,737	162,690	-	7,684	8,596	230,620
Rent and occupancy costs	9,154	93,190	12,495	61,193	36,708	85,952	526,719	1,152,892	227,746	7,643	55,129	2,268,821
Equipment maintenance, repair and rentals	7,066	-	930	9,142	767	45	50,162	226,151	5,438	3,138	8,127	310,986
Travel	12,729	11,856	906	835	12,229	3,864	77,191	26,067	1,781	8,469	8,436	164,363
Hospitality	4	98	403	278	442	278	2,246	2,391	-	159	-	6,021
Conferences and meetings	2,260	1,557	417	477	8,795	587	15,389	32,464	-	825	1,177	63,948
Interest	-	-	-	-	-	-	72	154,957	87,047	2,955	-	245,031
Depreciation and amortization	-	-	-	71,436	-	293,794	93,732	789,852	188,492	18,117	81,608	1,537,031
Insurance	-	-	6,021	18,279	-	14,783	31,984	756,259	32,250	10,032	32,652	902,260
Miscellaneous	26	74	-	1,418	45	1,268	34,246	103,891	3,016	278	14,573	158,835
Grants and awards	1,023	67,689	189	46,492	522	276	934,266	1,076,722	-	-	-	83,301
Food purchases and vending	356	398	272	-	-	-	12,132,506	-	-	-	15,651	2,074,955
Food donations	-	-	-	-	-	-	-	-	-	-	3,492	12,132,506
Clothing	-	-	-	-	-	-	272	-	-	-	-	19,338
Vista cost share	-	-	-	-	-	19,066	-	-	-	-	-	-
Parish allocations	-	-	-	-	-	-	-	-	-	-	-	-
Nursing facility assessment tax	-	-	-	-	-	-	-	2,188,035	-	-	-	2,188,035
Loss on disposal of fixed assets	-	-	-	-	-	-	-	26,098	1,049	-	-	27,147
Bad debts	-	-	-	-	-	500	-	201,012	-	2,246	-	203,758
Impairment loss - goodwill	-	-	-	-	-	-	-	-	-	67,850	-	67,850
Administration costs	80,641	93,659	30,040	-	65,354	14,219	238,319	-	-	-	-	522,232
RCB Sponsorship	-	-	-	-	-	-	-	-	-	-	-	-
Bank service charges	574	78	-	1,549	34	13	21,523	14,293	101	785	352	39,302
	\$ 664,781	\$ 860,104	\$ 253,012	\$ 893,536	\$ 629,203	\$ 807,962	\$ 16,053,897	\$ 37,330,632	\$ 783,765	\$ 687,238	\$ 968,949	\$ 59,933,079

(Continued)

NEW HAMPSHIRE CATHOLIC CHARITIES
Statement of Functional Expenses with Supplemental Combining Information
For the Year Ended March 31, 2013
(Continued)

	UNRESTRICTED		RESTRICTED		2013 Totals	
	Total Fundraising	Total General and Administrative	Total Unrestricted	Temporarily Restricted		Eliminations & Reclassifications
Salaries and wages	583,845	1,730,013	24,608,658	-	-	24,608,658
Employee benefits	106,678	319,841	4,934,279	-	-	4,934,279
Payroll taxes	41,678	120,236	1,786,035	-	-	1,786,035
Professional fees	24,660	190,499	648,736	1,797	-	650,533
Fundraising costs	177,347	-	177,347	-	-	177,347
Purchased services - healthcare	-	-	4,470,272	-	-	4,470,272
Other purchased services	30,564	546	221,660	-	-	221,660
Advertising and promotion	36,609	3,759	243,270	-	-	243,270
Recruiting advertising	374	177	22,687	-	-	22,687
Office supplies	4,310	18,254	139,705	-	-	139,705
Healthcare supplies	-	-	1,664,588	-	-	1,664,588
Other supplies	546	1,299	583,861	-	-	583,861
Postage and shipping	34,317	10,887	189,825	-	-	189,825
Program materials	159	-	70,176	-	-	70,176
Printing	41,224	781	165,360	-	-	165,360
Telephone	1,304	14,714	150,338	-	-	150,338
Dues and subscriptions	1,855	5,536	110,462	-	-	110,462
Information technology	11,203	30,586	272,409	-	-	272,409
Rent and occupancy costs	-	110,395	2,379,216	-	(345,000)	2,034,216
Equipment maintenance, repair and rentals	5,764	7,365	324,115	100	-	324,215
Travel	4,423	16,841	185,627	-	-	185,627
Hospitality	2,309	7,964	16,294	-	-	16,294
Conferences and meetings	7,295	27,315	98,558	-	-	98,558
Interest	-	2,071	247,102	184	-	247,286
Depreciation and amortization	-	92,581	1,629,612	-	-	1,629,612
Insurance	-	145,876	1,048,136	-	-	1,048,136
Miscellaneous	376	21,005	180,216	2,901	-	183,117
Grants and awards	104,139	166,140	353,580	-	-	353,580
Food purchases and vending	-	4,195	2,079,150	-	-	2,079,150
Food donations	-	-	12,132,506	-	-	12,132,506
Clothing	-	-	3,492	-	-	3,492
Vista cost share	-	-	19,338	-	-	19,338
Parish allocations	87,999	-	87,999	-	-	87,999
Nursing facility assessment tax	-	-	2,188,035	-	-	2,188,035
Loss on disposal of fixed assets	-	-	27,147	-	-	27,147
Bad debts	-	308	204,066	-	-	204,066
Impairment loss - goodwill	-	-	67,850	-	-	67,850
Administration costs	52,070	(574,302)	-	-	-	-
RCB Sponsorship	-	27,500	27,500	-	-	27,500
Bank service charges	23,928	166	63,396	-	-	63,396
	\$ 1,386,976	\$ 2,502,548	\$ 63,822,603	\$ 4,982	\$ (345,000)	\$ 63,482,585

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, 2014 and 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	5,166,353	5,189,005
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,686,606	1,629,612
Impairment of goodwill	-	67,850
Gain on disposal of fixed assets	(6,906)	(18,680)
Loss on disposal of fixed assets	35,323	27,147
Gain on investments	(2,547,265)	(1,702,363)
Bad debts	195,802	204,066
Interest paid from bond escrow	227,359	244,830
Investment (income) loss on bond escrow funds	(6,284)	5,458
Payments to bond escrow for interest	(219,178)	(239,650)
Net investment income reinvested	(412,146)	(446,638)
Food donations received	(12,030,288)	(12,348,582)
Food donations distributed	11,942,976	12,132,506
Donated assets	(760,033)	(9,890)
Decrease (increase) in:		
Accounts receivable	(464,599)	(1,307,590)
Prepaid expenses	77,254	(32,266)
Pledges receivable	110,254	260,968
Other assets	-	(20,203)
Increase (decrease) in:		
Accounts payable and accrued expenses	449,379	173,023
Deferred patient service revenue	24,035	58,566
Contributions restricted for long-term purposes	(5,621)	(57,500)
Net cash provided by operating activities	3,463,021	3,809,669
CASH FLOWS FROM INVESTING ACTIVITIES:		
Increase in restricted cash	(960,888)	(1,012,736)
Proceeds from disposal of fixed assets	21,106	530,221
Purchase of fixed assets	(4,623,338)	(2,613,038)
Net cash used for investing activities	(5,563,120)	(3,095,553)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments to bond escrow funds for principal	(323,320)	(304,986)
Contributions restricted for long-term purposes	5,621	57,500
Net cash used for financing activities	(317,699)	(247,486)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,417,798)	466,630
CASH AND CASH EQUIVALENTS - beginning of year	14,215,596	13,748,966
CASH AND CASH EQUIVALENTS - end of year	\$ 11,797,798	\$ 14,215,596
<u>SUPPLEMENTAL INFORMATION:</u>		
Interest paid	\$ 219,178	\$ 239,650

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

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 1 - Summary of Significant Accounting Policies

New Hampshire Catholic Charities d/b/a Catholic Charities of New Hampshire ("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 for 2014 and 2013, 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 \$40,468,798 in 2014 and \$40,199,275 in 2013).

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, 2014 and 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:

	<u>2014</u>	<u>2013</u>
Quality incentive revenue (included in patient services revenue, net)	4,090,158	3,150,649
Nursing facility assessment tax (included in rehabilitation and nursing center expenses)	<u>(2,203,944)</u>	<u>(2,188,035)</u>
Net effect on statements of activities	<u>\$ 1,886,214</u>	<u>\$ 962,614</u>

At March 31, 2014 and 2013, the rehabilitation and nursing centers were due \$1,454,131 and \$1,268,626, respectively, in quality incentive revenue and owed \$576,697 and \$546,419, respectively, for nursing facility assessment tax. These amounts are included in accounts receivable and accounts payable, respectively, in the accompanying financial statements.

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 92% in 2014 and 91% in 2013) 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, 2014 and 2013, which approximated the fair value at the date of donation.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 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 \$1,658,433 in 2014 and \$1,601,439 in 2013.

(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 2014 and 2013. It is THC's policy not to amortize the goodwill recorded as a result of the purchase, but to review goodwill annually for impairment. THC recorded an impairment loss of \$0 and \$67,850 during 2014 and 2013, respectively.

(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, 2014 and 2013, the organization did not have any uncertain tax positions. Management believes the organization's filings for the tax years ending before March 31, 2011 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, 2014 and 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 \$18,300,000 at March 31, 2014 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, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
For the benefit of mentally handicapped individuals	11,045	17,744
For educational scholarships	151,477	127,258
For the benefit of children	643,721	590,898
For the benefit of elderly	1,746,986	1,501,815
Charitable programs	682,502	640,348
Fixed assets	164,683	182,294
For food bank	205,190	165,121
Other	875,639	728,764
	<u>\$ 4,481,243</u>	<u>\$ 3,954,242</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>2014</u>	<u>2013</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	31,297	31,297
	<u>\$ 1,696,914</u>	<u>\$ 1,696,914</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 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 \$10,580,939 and \$9,085,192 at March 31, 2014 and 2013, 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 \$110,073 and \$243,270 in 2014 and 2013, 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, 2014 and 2013, recorded contributions of approximately \$3,260,000 and \$3,090,000, 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, 2014 and 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, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Interest on short-term obligations	78,187	82,829
Interest and dividend income	485,261	543,090
Gain on investments	2,547,265	1,702,363
Investment fees	<u>(76,549)</u>	<u>(68,538)</u>
	<u>\$ 3,034,164</u>	<u>\$ 2,259,744</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 \$108,917 in 2014 and \$110,395 in 2013.

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, 2014 and 2013 was approximately \$634,000 and \$609,000, 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, 2014 and 2013 was \$201,903 and \$199,824, respectively, for these leases. The leases expire on varying dates through January 2018. In addition, the organization leased land for approximately \$23,000 in 2014 and 2013 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>
2015	97,893
2016	47,179
2017	38,149
2018	29,858
2019	23,458
Thereafter	<u>1,518,569</u>
	<u>\$ 1,755,106</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 7 - Compensated Absences

The organization has a policy whereby employees earn days of compensated absence, 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, inclusive of vacation, earned but not taken of \$1,635,888 in 2014 and \$1,655,630 in 2013, has been included in the accompanying financial statements.

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 \$1,073,000 and \$1,049,000 in 2014 and 2013, respectively.

The organization's professional liability insurance provides coverage on a claims made basis. As of March 31, 2014, 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, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Board designated – unrestricted (see Note 1 (P))		
Cash - savings	<u>6,486,118</u>	<u>5,507,619</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>\$ 6,517,415</u>	<u>\$ 5,538,916</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, 2014 and 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:

2015	330,000
2016	350,000
2017	370,000
2018	390,000
2019	415,000
Thereafter	<u>1,910,001</u>
	<u>\$ 3,765,001</u>

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

During 2014 and 2013, \$310,000 and \$295,000, 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 \$201,320 and \$1,095,411 were purchased on open credit in 2014 and 2013, respectively. Fixed assets of \$37,517 and \$9,890 were donated to the organization in 2014 and 2013, respectively.

Note 12 - Pledges Receivable

Pledges receivable at March 31, 2014 and 2013 consist mainly of unconditional promises to give related to a capital campaign to defray the costs of the purchase and fit up of the new food bank building. 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 organization raised a portion of the new food bank donations through the New Hampshire Community Development Finance Authority ("CDFA"). The total funds raised by the CDFAs were \$350,000 (net of CDFAs administration fees), which are collateralized by a security interest in the new food bank building. The security interest is self-subordinating and will be discharged at the end of a 10-year amortization period which began on December 31, 2012.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 12 - Pledges Receivable (Continued)

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

	2014		2013	
	Current	Long-term	Current	Long-term
Total due	638,315	61,000	675,196	138,106
Less: unamortized discount	<u>-</u>	<u>(1,920)</u>	<u>-</u>	<u>(5,653)</u>
Net present value	<u>\$ 638,315</u>	<u>\$ 59,080</u>	<u>\$ 675,196</u>	<u>\$ 132,453</u>

Total pledges due at March 31, 2014 are as follows:

Less than one year	638,315
One to five years	<u>61,000</u>
	<u>\$ 699,315</u>

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.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 13 - Fair Value Measurements (Continued)

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, 2014 and 2013:

	2014			Total
	Level 1	Level 2	Level 3	
Money market funds	110,157	136,916	-	247,073
Common equity securities	15,518	-	-	15,518
U.S. Government and Agency obligations	-	50,286	-	50,286
Corporate bonds	127,649	-	-	127,649
Equity mutual funds	1,620,558	9,375,954	-	10,996,512
International equity mutual funds	140,016	-	-	140,016
Fixed income mutual funds	6,779,532	-	-	6,779,532
Balanced funds	277,623	-	-	277,623
Pooled international equity fund	-	6,062,802	-	6,062,802
	<u>\$ 9,071,053</u>	<u>\$ 15,625,958</u>	<u>\$ -</u>	<u>\$ 24,697,011</u>
	2013			Total
	Level 1	Level 2	Level 3	
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>

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.

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 13 - Fair Value Measurements (Continued)

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, 2014 and 2013. 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.

All of the organization's endowment funds are donor restricted. These endowment net assets as of March 31, 2014 and 2013, 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, 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	-	141,897	1,696,914	1,838,811
Investment income, net	-	31,599	-	31,599
Net appreciation	-	229,898	-	229,898
Amounts appropriated for expenditure	-	<u>(137,025)</u>	-	<u>(137,025)</u>
Endowment net assets, March 31, 2014	<u>\$ -</u>	<u>\$ 266,369</u>	<u>\$ 1,696,914</u>	<u>\$ 1,963,283</u>

NEW HAMPSHIRE CATHOLIC CHARITIES

Notes to Financial Statements

March 31, 2014 and 2013

Note 14 - Donor-designated Endowments (Continued)

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 2013 financial statements to conform with the 2014 financial statement presentation.

Note 17 - Subsequent Events

Management has evaluated subsequent events through July 30, 2014, the date when the financial statements were available to be issued.

Subsequent to year end, the organization entered into an agreement to acquire the assets of another licensed nursing facility and supported residential care unit for approximately \$2,800,000.

NEW HAMPSHIRE CATHOLIC CHARITIES
 Supplemental Schedules of Statements of Financial Position - Rehabilitation and Nursing Centers (Before Eliminations)
 March 31, 2014

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	10,457	5,126	180,428	4,381	4,167	6,742	211,301
Accounts payable:							
Trade	483,630	238,055	253,232	176,360	226,371	250,099	1,627,747
Other	136,825	100,435	84,378	75,027	77,096	102,936	576,697
Affiliates	48,251	-	-	-	-	-	48,251
Accrued expenses:							
Salaries and wages	251,783	92,350	117,842	108,930	98,786	84,788	754,479
Interest	1,240	507	20,137	1,170	1,224	1,452	25,730
Deferred patient service revenue	44,304	5,220	35,540	855	1,614	47,158	134,691
Employee benefits payable	382,619	283,527	192,225	181,636	177,516	164,928	1,382,451
Patient/tenant/other cash held in trust payable	49,200	21,350	9,935	7,493	9,050	34,024	130,052
Total current liabilities	1,407,309	746,570	893,717	555,852	595,824	692,127	4,891,399
MORTGAGE BONDS PAYABLE, less current portion							
	108,850	53,362	1,878,089	45,603	43,377	70,177	2,199,458
Total liabilities	1,516,159	799,932	2,771,806	601,455	639,201	762,304	7,090,857
NET ASSETS - unrestricted							
	10,166,722	5,462,736	1,362,049	4,819,612	6,070,456	4,062,688	31,944,263
Total	11,682,881	6,262,668	4,133,855	5,421,067	6,709,657	4,824,992	39,035,120

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	81,116	-	-	-	-	-	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	\$ 12,492,221	\$ 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, 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	81,954	62,913	74,279	88,816	546,419
Accrued expenses:							
Salaries and wages	214,831	91,332	107,546	98,354	85,511	76,278	673,852
Interest	1,335	554	21,776	1,210	1,262	1,513	27,650
Deferred patient service revenue	24,345	-	39,583	-	-	46,728	110,656
Employee benefits payable	412,253	266,205	176,446	177,946	171,560	194,894	1,399,304
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 portion	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, 2014

ASSETS

CURRENT 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
Cash and cash equivalents	7,146	3,015,532	140,690	2,283,408	2,231,598	586,035	8,264,409
Bond escrow funds	12,212	6,720	219,222	4,763	4,483	7,554	254,954
Accounts receivable:							
Services, net of allowance for doubtful accounts of \$490,791	1,604,536	722,055	924,627	434,081	622,192	794,387	5,101,878
Affiliates	-	-	713	499	-	39,111	40,323
Prepaid expenses	29,535	43,642	20,585	12,911	13,665	33,770	154,108
Patient/tenant/other cash held in trust	48,200	21,350	9,935	7,493	9,050	34,024	130,052
Total current assets	1,701,629	3,809,299	1,315,772	2,743,155	2,880,988	1,494,881	13,945,724

FIXED ASSETS

Land and land improvements	98,398	132,841	53,963	72,201	110,519	122,481	590,403
Buildings and improvements	8,205,920	2,220,072	3,785,848	2,661,663	2,429,136	3,170,252	22,472,891
Equipment and vehicles	1,125,197	716,785	705,066	307,817	488,099	698,589	4,041,553
Furniture and fixtures	731,428	427,361	309,573	276,924	328,787	450,157	2,524,230
Leasehold improvements	-	11,324	4,925	4,925	-	-	11,324
Construction in process	6,925	197,594	4,859,375	3,323,530	3,361,466	49,954	269,248
	10,167,868	3,705,977	4,859,375	3,323,530	3,361,466	4,491,433	29,909,649
Less: accumulated depreciation and amortization	3,566,384	2,937,618	3,221,438	2,512,858	2,786,325	3,404,292	18,828,915
Fixed assets, net	6,201,484	768,359	1,637,937	810,672	575,141	1,087,141	11,080,734

OTHER ASSETS

Investments, at fair value	2,368,766	961,365	12,952	958,338	2,291,442	1,431,017	8,023,880
Capitalized bond fees, less accumulated amortization of \$133,565	3,492	1,710	56,411	1,459	1,382	2,248	66,702
Bond escrow funds, net of current portion above	10,886	5,336	187,809	4,560	4,338	7,018	219,947
Other assets held for restrictive purposes	1,113,375	712,087	922,974	902,883	956,366	802,687	5,410,372
Accounts receivable - affiliate	181,116	-	-	-	-	-	181,116
Other	102,133	4,512	-	-	-	-	106,645
Total other assets	3,779,768	1,685,010	1,180,146	1,867,240	3,253,528	2,242,970	14,008,662
Total	\$ 11,682,881	\$ 6,262,668	\$ 4,133,855	\$ 5,421,067	\$ 6,709,657	\$ 4,824,992	\$ 39,035,120

NEW HAMPSHIRE CATHOLIC CHARITIES
Supplemental Schedules of Statements of Activities - Rehabilitation and Nursing Centers (Before Eliminations)
For the Year Ended March 31, 2014

	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 Unrestricted
REVENUE, GAINS AND OTHER SUPPORT:							
Patient and resident services, net	9,793,599	6,846,855	6,025,046	5,344,057	5,543,477	6,915,764	40,468,798
Bequests, donations and fundraising	6,869	5,929	15,688	9,656	12,061	2,878	53,081
In-kind donations	-	15,450	525	3,561	550	840	20,926
Other	33,473	28,780	27,377	37,891	29,370	13,508	170,399
	<u>9,833,941</u>	<u>6,897,014</u>	<u>6,068,636</u>	<u>5,395,165</u>	<u>5,585,458</u>	<u>6,932,990</u>	<u>40,713,204</u>
EXPENSES:							
Salaries and wages	5,144,903	3,171,618	2,543,787	2,265,788	2,410,797	2,985,226	18,522,119
Employee benefits	1,071,178	723,170	547,904	522,875	553,792	616,667	4,035,586
Payroll taxes	379,040	232,386	188,316	170,361	181,349	222,594	1,374,046
Management fees	404,424	250,908	228,768	192,660	191,460	257,808	1,526,028
Professional fees	77,420	77,830	99,361	69,062	73,476	81,179	478,328
Purchased services - healthcare	869,252	641,435	995,021	648,375	668,542	620,813	4,443,438
Other purchased services	23,628	16,488	9,839	7,774	6,188	10,230	74,147
Advertising and promotion	702	5,404	7,531	3,816	2,627	13,437	33,517
Recruiting advertising	16,489	1,931	13,739	14,350	7,471	15,583	69,563
Office supplies	29,652	13,771	12,377	9,297	13,874	11,473	90,444
Healthcare supplies	332,022	189,034	340,112	134,042	216,910	213,128	1,425,248
Other supplies	122,574	66,639	63,193	65,544	68,342	97,398	483,690
Postage and shipping	3,214	2,233	3,838	2,858	1,693	3,064	16,900
Printing	2,007	1,048	1,106	1,531	942	615	7,249
Telephone	12,107	12,860	15,664	11,492	11,883	22,384	86,390
Dues and subscriptions	18,407	11,563	13,107	13,107	14,453	14,453	79,720
Information technology	33,810	26,509	23,936	22,891	24,123	46,975	178,244
Rent and occupancy costs	291,101	267,202	128,182	111,713	105,837	278,393	1,182,428
Equipment maintenance, repair and rentals	49,704	18,724	41,763	30,419	30,308	39,878	210,796
Travel	2,633	6,131	3,183	3,715	2,410	4,447	22,519
Hospitality	197	-	-	810	350	316	1,673
Conferences and meetings	4,418	2,440	3,678	5,248	4,384	9,174	29,342
Interest	7,110	3,485	122,671	2,979	2,833	4,584	143,662
Depreciation and amortization	282,139	89,211	157,460	109,588	85,074	142,768	866,240
Insurance	211,140	135,447	118,524	97,817	93,050	125,766	781,744
Miscellaneous	19,215	15,892	18,962	14,767	20,928	15,229	104,993
Food	292,363	190,514	158,222	145,347	145,127	166,489	1,098,062
Nursing facility assessment tax	530,453	372,964	325,360	293,172	299,942	382,053	2,203,944
Loss on disposal of fixed assets	30,794	-	-	4,546	-	-	35,340
Bad debts (recoveries), net	42,991	(35,086)	131,724	(5,496)	554	30,837	165,524
Bank service charges	4,581	737	1,224	1,257	3,242	1,675	12,716
	<u>10,309,668</u>	<u>6,513,864</u>	<u>6,317,008</u>	<u>4,971,705</u>	<u>5,236,759</u>	<u>6,434,636</u>	<u>39,783,640</u>
Total expenses							
	<u>309,679</u>	<u>134,703</u>	<u>9,126</u>	<u>131,657</u>	<u>300,628</u>	<u>224,006</u>	<u>1,109,799</u>
INVESTMENT INCOME, net							
	(166,048)	517,853	(239,246)	555,117	649,327	722,360	2,039,363
CHANGE IN NET ASSETS							
	<u>10,332,770</u>	<u>4,944,883</u>	<u>1,601,295</u>	<u>4,264,495</u>	<u>5,421,129</u>	<u>3,340,328</u>	<u>29,904,900</u>
NET ASSETS - beginning of year							
	<u>\$ 10,166,722</u>	<u>\$ 5,462,736</u>	<u>\$ 1,362,049</u>	<u>\$ 4,819,612</u>	<u>\$ 6,070,456</u>	<u>\$ 4,062,688</u>	<u>\$ 31,944,263</u>

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 Unrestricted
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	7,874	11,175	7,553	8,955	76,135
Advertising and promotion	1,848	1,837	2,317	2,815	1,101	11,259	21,177
Recruiting advertising	20,368	14,543	11,864	9,834	11,995	78,138	185,738
Office supplies	478,628	210,639	315,555	151,139	218,990	277,076	1,652,027
Healthcare supplies	111,875	69,284	56,949	61,994	64,093	96,869	461,064
Other supplies	3,433	2,261	3,146	1,845	1,701	2,521	14,907
Postage and shipping	1,687	1,548	2,675	1,653	1,428	987	9,978
Printing	9,780	13,049	14,781	11,703	11,181	19,830	80,324
Telephone	18,546	12,767	10,543	13,745	8,890	14,088	78,579
Dues and subscriptions	37,477	24,324	21,376	19,697	24,145	35,671	162,690
Information technology	280,692	267,581	123,172	108,569	108,149	264,729	1,152,892
Rent and occupancy costs	71,065	28,397	37,759	27,079	23,279	38,572	226,151
Equipment maintenance, repair and rentals	3,747	6,712	4,429	2,817	2,157	6,205	26,067
Travel	665	-	-	832	-	894	2,391
Hospitality	6,493	3,027	4,598	4,916	6,448	6,982	32,464
Conferences and meetings	7,669	3,759	132,316	3,213	3,056	4,944	154,957
Interest	129,369	100,308	185,827	121,335	109,809	143,204	789,852
Depreciation and amortization	209,067	131,303	106,608	94,975	89,814	124,492	756,259
Insurance	19,650	17,113	17,161	13,944	19,868	16,155	103,891
Miscellaneous	289,046	194,030	146,207	137,673	140,772	168,994	1,076,722
Food	577,337	349,846	323,385	272,259	290,242	374,966	2,188,035
Nursing facility assessment tax	-	-	-	5,101	602	9,062	26,098
Loss on disposal of fixed assets	48,517	28,757	27,915	23,425	40,975	31,423	201,012
Bad debts	7,196	806	1,199	923	3,076	1,093	14,293
Bank service charges							
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
Schedule of Expenditures of Federal Awards
For the Year Ended March 31, 2014

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<u>Corporation for National and Community Service</u>			
AmeriCorps Vista	94.013	12VSANH001	372,021
<u>Department of Justice</u>			
Legal Assistance for Victims Grant Program	16.524	2011-WL-AX-009	203,624
<u>U.S. Department of Agriculture</u>			
Pass-through program from:			
New Hampshire Department of Education			
Summer Food Service Program	10.559		5,131
<u>Federal Emergency Management Agency</u>			
Pass-through program from:			
United Way			
Emergency Food and Shelter National Board Program	97.024	592600-037	946
Total expenditures of Federal awards			\$ 581,722

Note 1 - The accompanying Schedule of Expenditures of Federal Awards (the Schedule) has been prepared using the accrual basis of accounting in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Government and Non-Profit Organizations*. The purpose of the Schedule is to present a summary of those activities of New Hampshire Catholic Charities for the year ended March 31, 2014, which have been financed by the U.S. Government (Federal awards). For purposes of the Schedule, Federal awards include all Federal assistance entered into directly or indirectly between the Federal government and the organization. Because the Schedule presents only a selected portion of the activities of New Hampshire Catholic Charities, it is not intended to and does not present the financial position, changes in net assets and cash flows of New Hampshire Catholic Charities.

Pass-through entity identifying numbers are presented where available.



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New Hampshire Catholic Charities, which comprise the statement of financial position as of March 31, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 30, 2014. In our report on the financial statements, our opinion on the financial statements was qualified because, as discussed in the "Basis for Qualified Opinion" paragraph in the report on the financial statements, 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.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered New Hampshire Catholic Charities' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of New Hampshire Catholic Charities' internal control. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Catholic Charities' internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses; however, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as 2014-001 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether New Hampshire Catholic Charities' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. We noted certain other matters that we reported to the management of New Hampshire Catholic Charities in a separate letter dated July 30, 2014.

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

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New Hampshire Catholic Charities' Response to Findings

New Hampshire Catholic Charities' response to the findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. New Hampshire Catholic Charities' response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Manchester, New Hampshire
July 30, 2014

Howe, Riley + Howe, PwC



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY OMB CIRCULAR A-133**

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

Report on Compliance for Each Major Federal Program

We have audited New Hampshire Catholic Charities' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of New Hampshire Catholic Charities' major federal programs for the year ended March 31, 2014. New Hampshire Catholic Charities' major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of New Hampshire Catholic Charities' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about New Hampshire Catholic Charities' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of New Hampshire Catholic Charities' compliance.

Opinion on Each Major Federal Program

In our opinion, New Hampshire Catholic Charities complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2014.

Report on Internal Control Over Compliance

Management of New Hampshire Catholic Charities is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Catholic Charities' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of New Hampshire Catholic Charities' internal control over compliance.

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

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Manchester, New Hampshire
July 30, 2014

Howe, Riley + Howe, P.C.

NEW HAMPSHIRE CATHOLIC CHARITIES
Schedule of Findings and Questioned Costs
For the Year Ended March 31, 2014

Section I. – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	<u>Qualified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	___yes <u>x</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	<u>x</u> yes ___no
Noncompliance material to financial statements noted?	___yes <u>x</u> no

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	___yes <u>x</u> no
Significant deficiency(ies) identified not considered to be material weaknesses?	___yes <u>x</u> none reported
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with, section 510(a) of OMB Circular A-133?	___yes <u>x</u> no

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number(s)</u>
Corporation for National and Community Service AmeriCorps Vista	94.013
Dollar threshold used to distinguish between Type A and Type B programs:	\$300,000
Auditee qualified as low-risk auditee?	___yes <u>x</u> no

Section II. – Financial Statement Findings

Significant Deficiency

2014-001 Segregation of Duties

Criteria: The person responsible for billing and collection of patient balances and posting cash receipts should not have access to cash.

Condition: At St. Ann Rehabilitation and Nursing Center, the business office manager had access to cash and was also responsible for posting receipts and billing and collection of patient balances.

Cause: Although the cash procedures are set up to segregate the duties, they were not properly followed.

Effect: This lack of segregation of duties could allow for potential misappropriation of payments.

NEW HAMPSHIRE CATHOLIC CHARITIES
Schedule of Findings and Questioned Costs
For the Year Ended March 31, 2014

2014-001 Segregation of Duties (Continued)

Recommendation: Although the business office manager does not have access to the general ledger, we recommend that cash receipts duties be segregated from billing and collection of patient balances and that the individual posting cash receipts does not have access to cash. Although another employee opens the mail and prepares a listing of cash receipts, the listing is not used to tie back to bank deposits.

Views of Responsible Officials and Planned Corrective Actions: We understand the importance of segregation of duties with respect to the handling of cash and intend to mitigate the risk of misappropriation by strengthening the current cash receipt procedures to ensure that segregation of duties occurs within all nursing facilities. In addition, quarterly accounts receivable reviews by management will be resumed in the upcoming year, and an internal audit checklist that tests internal controls will be developed for use in this review.

Section III. – Federal Awards Findings and Questioned Costs

None

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
2014-2015

- Most Peter A. Libasci** (Chairman)
Most Rev. Francis J. Christian, D.D., Ph.D. (Vicar General)
Thomas E. Blonski (President and CEO)
Sr. Paula Marie Buley
Richard M. Bunker
Richard M. Cocchiaro
5
Scott G. Colby
James Coughlin
Edward Dudley
Todd C. Fahey

Msgr. Anthony Frontiero

147 AFanc
147 AFanc

Bob Gossett

147 AFanc
147 AFanc

Rev. Agapit Jean

147 AFanc
147 AFanc

Claudette L. Mahar

147 AFanc
147 AFanc

Board Members LEAVING in September 2014:

John Albert

Health Foundation

147 AFanc
147 AFanc

Gerardine Ferlins

147 AFanc

147 AFanc
147 AFanc

Neil A. Levesque

147 AFanc

147 AFanc
147 AFanc

Donna Sytek

147 AFanc

New Board Members JOINING in September 2014:

Brian Grip

147 AFanc
147 AFanc

Patricia R. Shuster

147 AFanc

147 AFanc
147 AFanc

Michael Gilbert, MD

147 AFanc

147 AFanc
147 AFanc

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

APRIL PURINTON

PROFESSIONAL EXPERIENCE

CUMINGS CONSERVATION CENTER, DEERFIELD NH

Caretaker/Director August 2013 - Present

- Maintain and care for farmhouse, grounds, gardens, and farm animals
- Develop, advertise, and implement programming, workshops, camps, and classes
- Coordinate CSA program by working with local farms and CSA members to ensure visibility & accessibility
- Work with local organizations and communities to increase program functionality and accessibility
- Plan and teach workshops on sustainability, green living, cooking, and conservation

NH HEALTHY KIDS, CONCORD NH

Field Coordinator August 2007 - June 2008 and Director of Community Relations June 2008 - October 2011

- Coordinate marketing and outreach operations across departments
- Track and report outcomes of outreach efforts
- Establish cooperative relationships with consumers, community partners, and relevant public interest groups
- Study community needs to develop effective public relations strategies
- Direct activities of professional and technical staff members and volunteers

FAMILIES FIRST HEALTH AND SUPPORT CENTER, PORTSMOUTH NH

Care Coordinator/Social Worker August 2004 - January 2007

- Coordinate needed services, housing, and medical care
- Assist patients in applying for Medicaid, housing assistance, medication assistance, and other programs
- Advocate for patients to resolve crises

RIVERBEND COMMUNITY MENTAL HEALTH CENTER, CONCORD NH

Psychiatric Case Manager June 2003 - August 2004

- Collaborate with therapists and psychiatrists to coordinate treatment, drawing on social work experience and patient needs
- Assist consumers in applying for appropriate state and local assistance programs
- Educate clients and communities about mental illness, medication, and available community resources

EDUCATION

COE-BROWN NORTHWOOD ACADEMY NORTHWOOD, NH *May 1999*

KEENE STATE COLLEGE, KEENE, NH ~ *BA, Psycho Social Gender Studies, May 2003*

Haeley Stewart

Education

BS Nutrition and Wellness

May 2014

University of New Hampshire Durham, NH

GPA of 3.3

Dean's List

Related Courses

Community Nutrition, Lifecycle Nutrition, Food & Beverage, Nutrition Assessment, Nutrition Education & Counseling, Managerial Skills in Dietetics, Nutrition and Wellness, Nutrition Health & Well-being, Treatment of Adult Obesity, Technical Writing

Related Experience

SNAP Outreach Coordinator

May 2014-Present

New Hampshire Food Bank Manchester, NH

- Provide SNAP application assistance in person and over the telephone
- Reach out to and create relationships with community providers and organizations to increase participation in SNAP program for those who are eligible
- Increase awareness of SNAP program through presentations, newsletters, flyers, meetings, email and talking with those who may be eligible

Market Intern

May 2013-August 2013

Seacoast Eat Local Portsmouth, & Exeter, NH

- Ran the SNAP/EBT token program at local farmers markets
- Involved in community outreach and marketing of SNAP/EBT program
- Presented cooking demonstrations to farmers market customers
- Provided basic nutrition information to customers

Intern

August 2012-August 2013

Healthy UNH, NHIHPP Durham, NH

- Wrote weekly blogs about all aspects of health and wellness on a weekly basis
<http://www.unh.edu/healthyunh/blogs/blogger/haeley-stewart>
- Promoted awareness of Healthy UNH and initiatives to students, staff and faculty through campus events and blogs
- Contributed to weekly meetings to discuss goals and projects

Other Experience

Waitress, Ticket Sales

October 2007-Present

Chunky's Cinema Pub Pelham, NH

- Train others using easy-to-understand concepts and hands on experience
- Extensive experience in customer service

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
April Poirister	SNAP Outreach Coord.	\$13/hour	50%	\$9084
Hailey Stewart	SNAP Outreach Coord.	\$13/hour	50%	\$9084