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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MINORITY HEALTH AND REFUGEE AFFAIRS

97 Pleasant Street, Thayer Bldg., CONCORD, NH 03301-6504
603-271-4320 · 1-800-852-3345 Ext. 4320
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Nicholas A. Toumpas
Commissioner

Trinidad L. Tellez, MD
Director

December 17, 2012

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

RETRO

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a **retroactive** contract with International Institute of Boston, Inc. (VC# 177551, B001), Boston, MA 02109, in the amount of \$202,000.00 to provide school-related social services to New Hampshire refugees effective retroactive to August 15, 2012 through August 14, 2014. Funds are available in State Fiscal Year 2013 and anticipated to be available in State Fiscal Years, 2014 and 2015, upon the availability of and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between fiscal years:

100% FED

05-95-95-950010-5973 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, REFUGEE SCHOOL IMPACT

SFY	Appropriation	Class/Object	Class Title	Amount
2013	010-095-59730000	102-500731	Contracts for Program Services	<u>\$84,200.00</u>
			Subtotal	\$84,200.00

05-95-42-422010-7922 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

SFY	Appropriation	Class/Object	Class Title	Amount
2014	010-042-79220000	102-500731	Contracts for Program Services	\$101,000.00
2015	010-042-79220000	102-500731	Contracts for Program Services	<u>\$16,800.00</u>
			Subtotal	\$117,800.00

Grand Total \$202,000.00

EXPLANATION

This contract is retroactive because the Department of Health and Human Services did not receive documentation for the final grant award until September 20, 2012, for a grant period beginning August 15, 2012. Funds are derived from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

The International Institute of Boston, Inc. provides support to refugee school children in the Manchester area as part of their role in the community as a voluntary resettlement agency. The primary goal of this contract is to improve academic and social adjustment outcomes for refugee students resettled between 2011 and 2013 and those to be resettled in 2014 in the city of Manchester. This contract will provide comprehensive family strengthening services with emphasis on academic support for students, parent support/orientation and increased cultural competency for school personnel and families. Under this contract the International Institute of Boston, Inc. agrees to assist at least 100 families in resolving social or academic, school-related problems and refer at least 100-150 students or parents to appropriate support services. Additionally, the International Institute of Boston, Inc. will schedule and facilitate student/teacher conferences as needed; interface with mainstream teachers and after school program staff to develop programming to increase student achievement; create and facilitate culturally responsive venues for ongoing orientation to American school and community systems and resources; respond to the behavioral health needs of students and parents with direct interventions or referrals; participate in weekly Project Team Meetings to coordinate resources, evaluate goals and adapt the scope of work to reflect changes in student profiles, school or community priorities, and collect data relative to graduation rates, leadership development and academic progress.

In the previous grant period, August 15, 2011 through August 14, 2012, 90% of refugee high school senior project participants in the Manchester School District graduated from high school; of those 90% enrolled in college.

The International Institute of Boston, Inc. continues to provide support to refugee school children in the Manchester area as part of their role in the community as a voluntary resettlement agency. The International Institute of Boston, Inc. understands that it currently is not under contract to provide these services and may not be compensated for work done if this contract is not approved. If Governor and Executive Council should not approve this contract the vendor would need to discontinue services. As a result there would be fewer high school graduations, fewer college enrollments, an increase in social adjustment issues that interfere with academic achievement, reduced parent involvement and fewer bilingual staff to provide interpretation services for current and future resettlement populations.

The Request for Proposals, for services to Concord and Manchester, was advertised in the New Hampshire Union Leader for three days, June 1, 3 and 4, 2012, and was disseminated widely through relevant contact lists, including the New Hampshire Refugee Advisory Council and the New Hampshire Health and Equity Partnership, which represent a broad array of stakeholders. In addition, community-wide meetings were held in the two impacted school districts, Concord and Manchester, to discuss the goals set forth in the Request for Proposals. Two proposals were submitted. An evaluation team comprised of three Office of Minority Health and Refugee Affairs staff and one New Hampshire Technical Institute staff were chosen for their knowledge of refugee student education. Each member of the team ranked each of the proposals numerically based upon the criteria in the Request for Proposals. The International Institute was selected to provide services in Manchester, because their proposal successfully addressed goals outlined in the Request for Proposals. Lutheran Community Services, Inc. was also selected to provide similar services in Concord. Award amounts were determined based on the Office of Refugee Resettlement data for each school district. To address the needs of a more linguistically diverse caseload, the International Institute of Boston, Inc. was awarded \$27,000 more than Lutheran Community Services, Inc. per contract year. A Bid Summary including the list of bidders, the Review Criteria matrix with final scores and names of the evaluators is attached

Performance measures for this contract include:

- Demonstrate 5% -10% increase in grade promotion of participants;
- Demonstrate participation in student leadership activities for 80%-90% of participants;
- Maintain or increase graduation rates of at least 80%-90%;
- Maintain or increase college enrollment rates of at least 80%-90%.

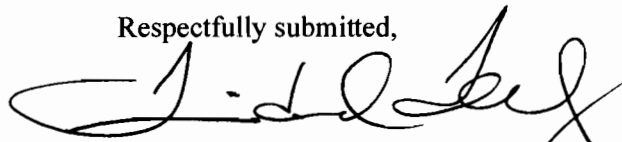
Performance will be monitored through monthly team meetings with the State Refugee Coordinator to coordinate resources, evaluate goals and communicate progress. The International Institute of Boston, Inc. will also be required to provide semi-annual and final reports of outcomes as defined in the scope of services.

Area served: Manchester.

Source of Funds: One hundred percent Federal Funds derived from a grant made available through the federal Office of Refugee Resettlement through the discretionary School Impact Program.

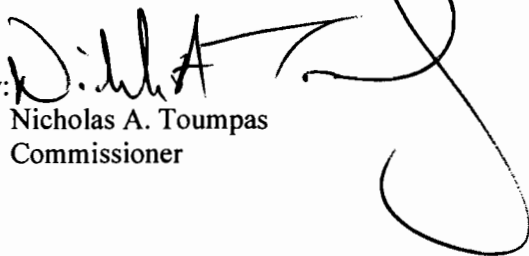
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Request for Proposals sent to:

New Hampshire Equity Partnership
New Hampshire Refugee Advisory Council
Lutheran Community Services, Inc.
International Institute of New Hampshire, Inc.

Program Name School Impact Grant
Contract Purpose Improve academic achievement for school-aged refugee students
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	International Inst.	Lutheran Community				
Experience and Capacity	20	18.00	18.67				
Approach	20	17.67	17.33				
Target Population	20	19.00	18.67				
Partnerships	20	16.00	18.67				
Outcomes	20	17.67	17.33				
TOTAL POINTS	100	88.33	90.67				

BUDGET REQUEST							
Year 01		142,500.00	125,500.00	-	-	-	-
Year 02		142,500.00	125,500.00	-	-	-	-
Year 03		-	-	-	-	-	-
Year 04		-	-	-	-	-	-
TOTAL BUDGET REQUEST		285,000.00	251,000.00	-	-	-	-
BUDGET AWARDED							
Year 01		101,000.00	74,000.00	-	-	-	-
Year 02		101,000.00	74,000.00	-	-	-	-
Year 03		-	-	-	-	-	-
Year 04		-	-	-	-	-	-
TOTAL BUDGET AWARDED		202,000.00	148,000.00	-	-	-	-

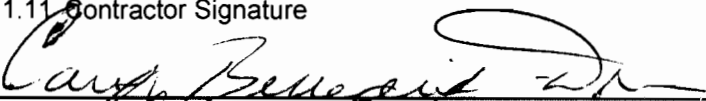
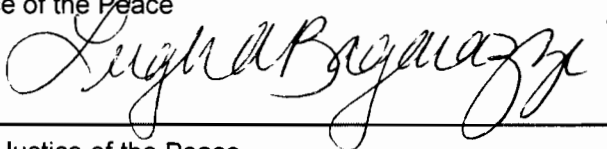

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1	Egon Jensen	Children's Mental Health Admin	Bureau of Behav Health		
2	Trinidad Tellez	Director, OMHRA	OMHRA		
3	Barbara Seebart	State Refugee Coord	OMHRA		
4					
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Subject: International Institute of Boston, Inc.—Refugee School Impact

AGREEMENT

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Minority Health and Refugee Affairs		1.2 State Agency Address 97 Pleasant Street, Thayer Building Concord, NH 03301	
1.3 Contractor Name International Institute of Boston, Inc.		1.4 Contractor Address One Milk Street, Boston, MA 02109	
1.5 Contractor Phone No. (617) 695-9990	1.6 Account Number 010-095-59730000-102 010-042-79220000-102	1.7 Completion Date August 14, 2014	1.8 Price Limitation \$202,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number (603) 271-8557	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carolyn Benedict-Drew, President	
1.13 Acknowledgment: State of <u>MA</u> County of <u>Suffolk</u> On <u>November 27, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [SEAL]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Leigh A. Bagarazzi, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Herrick, Attorney</u> On: <u>13 Dec. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

International Institute of Boston, Inc.

EXHIBIT A

SCOPE OF SERVICES

Under this contract, the International Institute of Boston, Inc. will provide culturally appropriate social services to students and families in the Manchester School District with the expectation of developing new pathways to refugee family strength and student achievement. This Agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

Services will be defined to include, but not be limited to, the following activities:

1. Make initial contact and establish Refugee Status through I-94 verification; participate in consultation and planning for new arrivals.
2. Assist 100 families in resolving social or academic, school-related problems.
3. Refer 100-150 students or parents to appropriate support services.
4. Schedule and facilitate student/teacher conferences with 100% of parents in target population, as needed.
5. Interface with mainstream teachers and after school program staff to develop programming for 100 students annually.
6. Create and facilitate culturally responsive venues for ongoing orientation to American schools, community systems and resources for 100 families.
7. Respond to the behavioral health needs of 100% of students and parents in target populations with direct interventions or referrals, as needed.
8. Collect data relative to refugee student leadership development, academic progress, graduation and college enrollment.
9. Maintain graduation rates achieved in first year of grant of 80%-90% for target population.
10. Maintain college enrollment rates achieved in first year of grant of 80%-90% of target population.
11. Demonstrate participation in student leadership activities for 80%-90% of target population.
12. Demonstrate 5% to 10% improvement in grade promotion.
13. Participate in weekly Project Team Meetings to coordinate resources, evaluate goals and adapt the project to reflect changes in student profiles, school or community priorities. New Hampshire Office of Minority Health and Refugee Affairs will record the minutes of the meeting.
14. Submit two semi-annual reports and a final report, as prescribed by the grantor, the federal Office of Refugee Resettlement, to DHHS.

Contractor Initials CRD

Date 10/24/12

International Institute of Boston, Inc.

EXHIBIT B

CONTRACT PRICE

In consideration of the satisfactory performance of the Services as determined by the State, the State agrees to pay over to the Contractor, funds in the amount of \$202,000.00.

1. Payments under this contract are not to exceed \$202,000.00 for the contract and project period August 15, 2012 – August 14, 2014 and not to exceed \$101,000.00 per budget period as defined:

Budget Year 1: August 15, 2012 -August 14, 2013

Budget Year 2: August 15, 2013 -August 14, 2014

2. Continued funding of the Contract is contingent upon the continued funding of the Refugee School Impact Grant as awarded by the Administration for Children and Families, Office of Refugee Resettlement for the Project Period August 15, 2012 – August 14, 2014.
3. Reimbursements for services provided shall be made by the State on a monthly basis after receipt and review of monthly expenditure reports submitted by International Institute of Boston, Inc. to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than 30 days after the close of the month.
4. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices must be submitted by September 14, 2014.

CDFA Title: Refugee and Entrant Assistance – Discretionary Grants

CDFA No: 93.576

Award Name: Refugee School Impact

Federal Agency: Health and Human Services
Administration for Children and Families
Office of Refugee Resettlement

Contractor Initials: CBD
Date: 12/21/12

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the 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.

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

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

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

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

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

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

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

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

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

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

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

15. 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.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. Audit Requirement

In NH DHHS Standard Exhibit C, SPECIAL PROVISIONS item 10. Audit, delete within 60 days and insert within 9 months. This is in line with the Office of Management and Budget Circular A-133.

2. Reports

In NH DHHS Standard Exhibit C, SPECIAL PROVISIONS item 12.2. Fiscal Report, delete within (30) days and insert within (60) days.

4. Contracting Officer for State Agency (Subparagraph 1.9 of the general provisions)

Barbara Seebart, State Refugee Coordinator, has been designated with the responsibility for overseeing this contract.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

International Institute of Boston

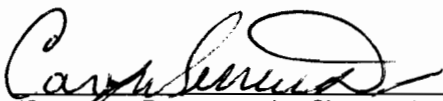
(Contractor Name)

From: 9/30/12 To: 9/29/13

(Period Covered by this Certification)

Carolyn Benedict-Drew, President & CEO

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

10/24/12

(Date)

Contractor Initials: CSB

Date: 10/24/12

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

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

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


(Contractor Representative Signature)

President & CEO
(Authorized Contractor Representative Name & Title)

International Institute of
Boston
(Contractor Name)

10/24/12
(Date)

Contractor Initials: CSD

Date: 10/24/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 8/15/2012 through 8/14/2014

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

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

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

Handwritten signature of Carolyn Benedict-Drew and printed name Carolyn Benedict-Drew, President. Labels: (Contractor Representative Signature) and (Authorized Contractor Representative Name & Title)

Handwritten name Carolyn Benedict-Drew and date 12/13/2012. Labels: (Contractor Name) and (Date)

NH Department of Health and Human Services**STANDARD EXHIBIT F****CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: CPBDate: 1/24/12

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Carolyn Benedict-Drew
(Contractor Representative Signature)

Carolyn Benedict-Drew President & CEO
(Authorized Contractor Representative Name & Title)

International Institute of
(Contractor Name) Boston

10/24/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

Carolyn Benedict-Drew President & CEO
(Authorized Contractor Representative Name & Title)

International Institute of Boston
(Contractor Name)

10/24/12
(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible. For so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services International Institute of Boston
The State Agency Name Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Trinidad Tellez
Name of Authorized Representative

Carolyn Benedict-Drew
Name of Authorized Representative

Director
Title of Authorized Representative

President & CEO
Title of Authorized Representative

11/14/12
Date

10/24/12
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

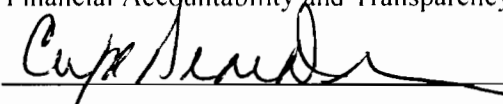
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

 Carolyn Benedict-Draw President & CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

International Institute of Boston 10/24/12

(Contractor Name)

(Date)

Contractor initials: CSW
Date: 10/24/12
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

09 484 5997

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: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: CPD
Date: 10/24/12
Page # 2 of Page # 2

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF BOSTON, INC., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on July 25, 1994. 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 11th day of June, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I, William J. Gillett, Chair, Board of Trustees of the
(Corporation Representative Name) (Corporation Representative Title)

International Institute of Boston, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Chair, Board of Trustees of the
(Corporation Representative Title)

International Institute of Boston, a Massachusetts corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I ~~maintain and have custody of and~~ am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

21 day of October, 2012, which meeting was duly held in accordance with

Massachusetts law and the by-laws of the Corporation:
(State of Incorporation)

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

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

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

Carolyn Benedict-Drew President Name

Vice President Name

Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair Board of Trustees
(Title)

of the Corporation and have affixed its corporate seal this 4th day of January, 2013.

[Signature]
(Signature)

(Seal)

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 4th day of Jan, 2013, before me, Antoinette DeSisto, the undersigned officer,

personally appeared William J. Gillett, who acknowledge her/himself to be the

Chair Board of Trustees, of International Institute of Boston, a corporation, and that she/he,

as

(Title)

(Name of Corporation)

such Chair being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

William J. Gillett, Chair.

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

[Signature]
Notary Public/Justice of the Peace

My Commission expires: 8/10/2016

ANTOINETTE DESISTO, Notary Public
My Commission Expires August 10, 2016



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/18/2012

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	617-437-6900	FAX (A/C, NO): 617-351-7430
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	Philadelphia Insurance Company	23850-901
	INSURER B:	Philadelphia Insurance Company	23850-001
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED

International Institute of Boston, Inc.
1 Milk Street
Boston, MA 02109

COVERAGES **CERTIFICATE NUMBER: 18751285** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK862519	5/5/2012	5/5/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK862519-1	5/5/2012	5/5/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB381660	5/5/2012	5/5/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Social Service Contract.

Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER

New Hampshire Office of Minority Health & Refugee Affairs State of New Hampshire
Attn: Barbara Seebart
97 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER HUB International New England 600 Longwater Drive Norwell, MA 02061 781 792-3200	CONTACT NAME:
	PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 9789880038 E-MAIL ADDRESS:
INSURED International Institute Of Boston, Inc. One Milk Street Boston, MA 02109	INSURER(S) AFFORDING COVERAGE: Travelers Indemnity Co of Ameri NAIC #
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

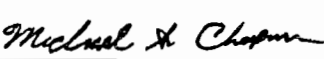
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB824K651912	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage for the state of New Hampshire.

CERTIFICATE HOLDER

CANCELLATION

Office of Refugee and Minority Affairs Attn: Barbara Seebart 97 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND
AND AFFILIATES**

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORT**

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

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SEPTEMBER 30, 2011 AND 2010**

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CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS

Where Every Client Is A Valued Client

Alexander, Aronson, Finning & Co., P.C.

21 East Main Street, Westborough, MA 01581-1461 (508) 366-9100
Boston, MA (617) 205-9100 Wellesley, MA (781) 965-9100
www.aafcpa.com FAX (508) 366-9789 info@aafcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
International Institute of Boston, Inc.
d/b/a International Institute of New England and Affiliates:

We have audited the accompanying combined statements of financial position of International Institute of Boston, Inc. d/b/a International Institute of New England (a Massachusetts corporation, not for profit) and Affiliates (collectively, the Institute) as of September 30, 2011 and 2010, and the related combined statements of activities and changes in net assets and cash flows for the year ended September 30, 2011 and the fifteen month period July 1, 2009 through September 30, 2010. These combined financial statements are the responsibility of the Institute's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

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

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of Boston, Inc. d/b/a International Institute of New England and Affiliates as of September 30, 2011 and 2010, and the changes in their net assets and their cash flows for the year ended September 30, 2011 and the fifteen month period July 1, 2009 through September 30, 2010, in conformity with accounting principles generally accepted in the United States of America.

Wellesley, Massachusetts
January 19, 2012

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**COMBINED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2011 AND 2010**

<u>ASSETS</u>	<u>2011</u>	<u>2010</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ 819,860	\$ 315,773
Short-term investments	-	286,182
Grants, contracts and other receivables	727,591	517,672
Prepaid expenses	<u>73,290</u>	<u>32,500</u>
Total current assets	1,620,741	1,152,127
FIXED ASSETS, net	6,390,947	6,583,307
FINANCING COSTS, net	<u>18,039</u>	<u>42,557</u>
Total assets	<u><u>\$ 8,029,727</u></u>	<u><u>\$ 7,777,991</u></u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Note payable	\$ 6,500,000	\$ -
Accounts payable	98,959	139,625
Accrued expenses	125,427	180,314
Deferred revenue	<u>470,467</u>	<u>63,090</u>
Total current liabilities	7,194,853	383,029
NOTE PAYABLE	<u>-</u>	<u>6,500,000</u>
Total liabilities	<u>7,194,853</u>	<u>6,883,029</u>
NET ASSETS:		
Unrestricted:		
Operating	594,542	521,806
Fixed assets	<u>(93,014)</u>	<u>117,364</u>
Total unrestricted	501,528	639,170
Temporarily restricted	<u>333,346</u>	<u>255,792</u>
Total net assets	<u>834,874</u>	<u>894,962</u>
Total liabilities and net assets	<u><u>\$ 8,029,727</u></u>	<u><u>\$ 7,777,991</u></u>

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

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**COMBINED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2011 AND
THE FIFTEEN MONTH PERIOD JULY 1, 2009 THROUGH SEPTEMBER 30, 2010**

	YEAR ENDED SEPTEMBER 30, 2011			PERIOD ENDED SEPTEMBER 30, 2010		
	UNRESTRICTED	TEMPORARILY		UNRESTRICTED	TEMPORARILY	
		RESTRICTED	TOTAL		RESTRICTED	TOTAL
REVENUES:						
Contract service revenue	\$ 3,676,169	\$ -	\$ 3,676,169	\$ 3,972,479	\$ -	\$ 3,972,479
Donated goods and services	787,268	-	787,268	913,090	-	913,090
Rental income	662,802	-	662,802	803,345	-	803,345
Grants and contributions	101,711	197,602	299,313	93,809	359,807	453,616
United Way allocation	110,600	-	110,600	154,720	-	154,720
Special events, net	-	100,000	100,000	84,811	-	84,811
Interest and other	5,865	-	5,865	45,796	-	45,796
Program service fees	5,361	-	5,361	103,678	-	103,678
Net assets released from program restrictions	220,048	(220,048)	-	399,350	(399,350)	-
Total revenues	5,569,824	77,554	5,647,378	6,571,078	(39,543)	6,531,535
EXPENSES:						
Program services	3,876,424	-	3,876,424	4,507,559	-	4,507,559
General and administrative	475,659	-	475,659	822,288	-	822,288
Fundraising	158,542	-	158,542	169,826	-	169,826
Facilities	1,196,841	-	1,196,841	1,477,067	-	1,477,067
Total expenses	5,707,466	-	5,707,466	6,976,740	-	6,976,740
Changes in net assets	(137,642)	77,554	(60,088)	(405,662)	(39,543)	(445,205)
NET ASSETS, beginning of year	639,170	255,792	894,962	1,044,832	295,335	1,340,167
NET ASSETS, end of year	\$ 501,528	\$ 333,346	\$ 834,874	\$ 639,170	\$ 255,792	\$ 894,962

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

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2011 AND
THE FIFTEEN MONTH PERIOD JULY 1, 2009 THROUGH SEPTEMBER 30, 2010**

	<u>YEAR ENDED SEPTEMBER 30, 2011</u>	<u>PERIOD ENDED SEPTEMBER 30, 2010</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Changes in net assets	\$ (60,088)	\$ (445,205)
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	216,878	295,683
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(209,919)	(126,133)
Prepaid expenses	(40,790)	24,453
Accounts payable	(40,666)	18,699
Accrued expenses	(54,887)	(33,951)
Deferred revenue	407,377	63,090
	<u>217,905</u>	<u>(203,364)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from (purchases of) short term investments, net	286,182	(96,182)
Acquisition of fixed assets	<u>-</u>	<u>(3,500)</u>
	<u>286,182</u>	<u>(99,682)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	504,087	(303,046)
CASH AND CASH EQUIVALENTS, beginning of year	<u>315,773</u>	<u>618,819</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 819,860</u>	<u>\$ 315,773</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ 410,649</u>	<u>\$ 514,136</u>
Fixed asset additions financed through accounts payable	<u>\$ -</u>	<u>\$ 8,500</u>

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

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

(1) OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES

OPERATIONS AND NONPROFIT STATUS

International Institute of Boston, Inc. (the Institute) d/b/a International Institute of New England is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In 2011, there were approximately 3,300 unduplicated people from 129 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services and case management.

The Institute also operated the International Institute of Lowell, Inc. (IIL), a not-for-profit corporation that provided services to refugees and immigrants in Lowell, Massachusetts and its surrounding communities. The Institute and IIL shared a common Board of Directors and the Institute also provided financial support to IIL. In November, 2010, the Board of Directors voted to merge IIL with the Institute effective January 20, 2011.

International Institute of Boston Real Property, LLC (the Company) is a Massachusetts limited liability company that was formed in May, 2007. The Company owns and operates the Institute's building. The Institute is the sole member of the Company and holds a 100% interest in the capital, income, losses and cash flow of the Company.

In May, 2009, the Institute formed Community Lending Corporation (CLC). CLC is a community-based not-for-profit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute is the sole member of CLC. The Institute and CLC share three common Board members and their President. The CLC had limited activity for the year ended September 30, 2011, and the fifteen month period ended September 30, 2010.

The Institute, IIL and CLC are exempt from Federal income taxes as organizations (not private foundations) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute, IIL and CLC are also exempt from state income taxes. Contributions made to the Institute, IIL and CLC are deductible by donors within the requirements of the IRC.

The Company is considered a disregarded entity for income tax reporting purposes. Accordingly, its income and expenses will be reported with the tax filings of the Institute. Certain rental income of the Company is subject to Federal and state income taxes under Unrelated Business Taxable Income (UBTI) regulations.

Effective July 1, 2009, the Institute, IIL, the Company and CLC changed their year end from June 30th to September 30th. The accompanying combined financial statements include activities of the entities for the year ended September 30, 2011, and the fifteen month period ended September 30, 2010. Accordingly, the 2011 and 2010 statements of activities are not directly comparable.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
(Continued)**

(1) OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES
(Continued)

SIGNIFICANT ACCOUNTING POLICIES

The Institute, IIL, the Company and CLC's (collectively, the Institute) combined financial statements have been prepared in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standard Board (FASB). References to U.S. GAAP in these footnotes are to the FASB Accounting Standards Codification.

Principles of Combination

The combined financial statements include the accounts of the Institute, IIL, the Company and CLC. All inter-company transactions and balances have been eliminated.

Funding

A significant portion of the Institute's programs are carried out under contracts with government agencies. These contracts are subject to audit by the appropriate government agencies.

Fixed Assets and Depreciation

Fixed assets are recorded at cost when purchased or at their fair market value at the date of donation. Fixed assets are depreciated using the straight-line method over the following estimated useful lives and as of September 30, 2011 and 2010, consist of:

	<u>Estimated Useful Life</u>	<u>2011</u>	<u>2010</u>
Land	N/A	\$2,551,000	\$2,551,000
Building and improvements	20 and 40 years	5,937,251	5,948,871
Furniture and equipment	3 – 10 years	359,470	716,474
Vehicle	5 years	<u>12,000</u>	<u>12,000</u>
		8,859,721	9,228,345
Less - accumulated depreciation		<u>2,468,774</u>	<u>2,645,038</u>
Net fixed assets		<u>\$6,390,947</u>	<u>\$6,583,307</u>

Depreciation expense for the year ended September 30, 2011, and the fifteen month period ended September 30, 2010, was \$192,360 and \$265,284, respectively.

For the year ended September 30, 2011, the Institute disposed \$368,624 of fully depreciated fixed assets.

Financing Costs

The Company has capitalized \$121,592 in expenses associated with its note payable (see Note 2). Financing costs are amortized using the straight-line method over the term of the related debt. For the year ended September 30, 2011, and the fifteen month period ended September 30, 2010, amortization expense was \$24,518 and \$30,399, respectively.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
(Continued)**

(1) **OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES**
(Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include checking and money market accounts.

Short Term Investments

Short term investments at September 30, 2010, consisted of certificates of deposit with maturities greater than three months and less than one year.

Funds Held for Others

During fiscal year 2011, the Institute became the fiscal agent for a non-profit organization. The Institute receives and disburses funds on behalf of this organization. The Institute held \$10,998 as fiscal agent at September 30, 2011. This amount is included in cash and cash equivalents and accounts payable on the accompanying combined statement of financial position.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2011 and 2010.

Fair Value Measurement

The Institute follows the *Fair Value Measurements and Disclosures* standards. These standards define fair value, establish a framework for measuring fair value under U.S. GAAP, and expand disclosures about fair value measurements. This policy establishes a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The Institute values its qualifying assets and liabilities using Level I inputs. Level I inputs reflect unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date. A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Revenue Recognition

Grants and contributions that have no donor restrictions are recognized as unrestricted revenue upon receipt or when unconditionally pledged. Contract service revenue is recognized when services are performed and costs are incurred. Rental income is recognized ratably over the applicable lease periods. Program service fees are recognized when earned.

Donor restricted grants and contributions are recorded as temporarily restricted revenues if the donor stipulations that limit their use are not fulfilled by the end of the year. When a donor restriction is met, that is, when a purpose restriction is accomplished or a time restriction ends, temporarily restricted net assets are transferred to unrestricted net assets as net assets released from restrictions.

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES

NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
(Continued)

(1) **OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES**
(Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Special event revenue is recorded at the time of the event, net of direct expenses.

Expense Allocations

Program expenses contains direct expenses as well as indirect expenses which are allocated based upon management's estimate of the percentage attributable to each program.

Donated Goods and Services

The Institute receives donated goods and services in various aspects of its programs. The value of the donated items is based on estimates made by management. Donated goods include food or clothing and donated services include legal, teaching, or consulting work. Donated items received were as follows:

	<u>2011</u>	<u>2010</u>
Donated services	\$745,451	\$864,915
Donated goods	<u>41,817</u>	<u>48,175</u>
	<u>\$787,268</u>	<u>\$913,090</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Institute accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP, and accordingly, are not included in the accompanying combined financial statements.

Estimates

The preparation of combined financial statements in accordance with U.S. GAAP 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 combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

Subsequent events have been evaluated through January 19, 2012, which is the date the combined financial statements were available to be issued. There were no events that met the criteria recognition or disclosure in the combined financial statements.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
(Continued)**

(1) **OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES**
(Continued)

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Uncertainty in Income Taxes

The Institute follows the *Accounting for Uncertainty in Income Taxes* standard which requires the Institute to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities related to unrecognized tax benefits and accrued interest and penalties accordingly. The Institute files Federal and Massachusetts informational and tax returns. As of September 30, 2011, the Institute determined that there are no material unrecognized tax benefits to report. The Institute does not expect that the amounts of unrecognized tax benefits will change significantly within the next twelve months. These returns are generally subject to examination by tax authorities for three years after the filing date.

Net Assets

Unrestricted Net Assets -

Unrestricted net assets are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its unrestricted net assets into the following categories:

Operating represents funds available to carry on the operations of the Institute.

Fixed assets reflect and account for the activities relating to the Institute's fixed assets, net of related debt.

Temporarily Restricted Net Assets -

The Institute receives contributions and grants which are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are expended for their designated purposes or time.

Temporarily restricted net assets consist of the following:

	<u>2011</u>	<u>2010</u>
Purpose restricted	\$233,346	\$255,792
Time restricted	<u>100,000</u>	<u>-</u>
	<u>\$333,346</u>	<u>\$255,792</u>

INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES

NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010
(Continued)

(2) NOTE PAYABLE

The Company has a 6.23% \$6,500,000 note agreement with a financing institution. Monthly payments of interest only are payable through July, 2012, at which time the entire outstanding principal balance of the note becomes due. Management is currently in the process of refinancing the mortgage on their building. The Company may not be able to obtain financing on acceptable terms if at all. If the Company is unable to refinance the mortgage it may have to pursue alternatives which could include a sale of the building. The note is secured by all assets of the Company and an assignment of leases and rents.

The note payable agreement contains various covenants with which the Company must comply. The Company was in compliance with these covenants at September 30, 2011 and 2010.

(3) RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Contributions are funded currently and vest 100% upon eligibility. There were no contributions for the year ended September 30, 2011, or the fifteen month period ended September 30, 2010.

(4) TENANT LEASES

The Company leases its facility to various nonprofit and commercial tenants. The lease terms are from one to five years and provide for periodic escalation charges and contingent rent based on percentage of excess gross revenues (as defined). The Institute did not receive contingent rent for the year ended September 30, 2011 and the period ended September 30, 2010.

Remaining future minimum payments to be received under these leases are as follows for the years ending September 30:

2012	\$588,718
2013	\$510,567
2014	\$438,722
2015	\$255,581

(5) CONCENTRATIONS OF CREDIT RISK

The Institute maintains its cash balances with certain banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceed the insured amounts. The Institute has not experienced any losses in such accounts. The Institute and the Company believe it is not exposed to any significant credit risk on cash and cash equivalents.

For fiscal year 2011 and the fiscal period 2010, one agency related to the Federal government represented approximately 29% and 23% of total revenue, respectively. This same agency also represented approximately 46% and 34% of total grants, contracts and other receivables as of September 30, 2011 and 2010. Another funder represented approximately 13% of grants, contracts and other receivables as of September 30, 2011.

**INTERNATIONAL INSTITUTE OF BOSTON, INC.
D/B/A INTERNATIONAL INSTITUTE OF NEW ENGLAND AND AFFILIATES**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2011 AND 2010**

(Continued)

(6) LEASE AGREEMENTS

The Institute leases its main office space under an operating lease agreement with the Company, which expires July 1, 2014. Monthly base rent under this agreement is \$46,974. Rent expense under this agreement was \$563,688 and \$704,610 for the year ended September 30, 2011, and period ended September 30, 2010, respectively. This amount has been eliminated on the accompanying combined statements of activities and changes in net assets and functional expenses.

The Institute leases program space under various operating leases as a tenant at will. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses. Rent expense under these leases was approximately \$77,300 and \$87,300 for the year ended September 30, 2011, and the fifteen month period ended September 30, 2010, respectively, which is included in rent and utilities on the accompanying combined statements of functional expenses.

(7) RELATED PARTY TRANSACTIONS

The President and CEO of the Institute is also a member of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

In February, 2010, a Board member sold a van to the Institute at fair market value, for \$12,000. As of September 30, 2011 and 2010, the Institute owed the Board member \$2,000 and \$8,500, respectively, which is included in accounts payable on the accompanying combined statements of financial position.

(8) OPERATING EXPENSES

The Institute's operating expenses consisted of the following:

	<u>2011</u>	<u>2010</u>
Personnel and related	\$3,263,140	\$4,100,744
Occupancy	1,039,655	1,315,610
Client assistance	1,006,930	1,068,463
Other	<u>397,741</u>	<u>491,923</u>
Total operating expenses	<u>\$5,707,466</u>	<u>\$6,976,740</u>

(9) RECLASSIFICATIONS

Certain amounts in the 2010 combined financial statements have been reclassified to conform to the 2011 combined financial statement presentation.

INTERNATIONAL INSTITUTE OF NEW ENGLAND
BOARD OF DIRECTOR LIST

Bailey, Douglas	Secretary
Benedict-Drew, Carolyn	President & CEO of IINE
Catuna, Cornel	Board Member
Coughlin, Brendan S.	Board Member
Csimma, Zoltan A.	Board Member
Gillett, William	President of Board
Grewal, Monica	Board Member
Haghighat, Taeiss	Board Member
Hammond, Karen	Board Member
Lavier, Wynter	Board Member
Rice, Linda	Treasurer (non-member)
Sullivan, David	Board Member
Van Paassen, Jeroen	Board Member

International Institute of New England Mission Statement

The mission of The International Institute (hereafter, the “Institute”), which is comprised of the Institutes of Boston, Lowell, and New Hampshire, is to help immigrants and refugees successfully integrate into New England. Fundamental to all of the Institute's programs is the promotion of self-sufficiency—giving clients the tools to help themselves become active participants in the social, political and economic richness of American life. The Institute provides newcomers with direct and practical assistance in the form of English & literacy courses, refugee resettlement services, citizenship education, economic development, employment training and placement, legal aid, and social services (e.g. crisis intervention, mental health counseling, human trafficking prevention).

State of New Hampshire
Office of Minority Health and Refugee Affairs
Request for Proposals and Application for Funding

BUDGET FORM

Attached is the budget form for the School Impact program.

Organization Name: International Institute of Boston

Budget Period: Aug 15, 2012 to August 14, 2013

Budget Requirements		Total Salary	Portion Charged to Contract	Funding Request
Staff Positions				
School social Worker	Amadu Hamady	46,000	100%	46,000
Bilingual/bicultural Liaison	Amina Chiboub	31,200	50%	15,600
Bilingual/bicultural Liaison	Tika Subedi	31,200	50%	15,600
Total Salaries				77,200
Fringe Benefits				
Fulltime Employees			18%	8,280
Partime Employees			11%	3,432
Total Fringe Benefits				11,712
Total Salaries & Fringe Benefits				88,912
Other				-
Total Other				-
Subtotal				88,912
Indirect Expenses			13.6%	12,088
Grand Total				101,000

NH Department of Health and Human Services
Office of Minority Health and Refugee Affairs
RFP# 13-0MHRA-School-1

New Hampshire School Impact Program
State of New Hampshire Office of Minority Health and Refugee Affairs
International Institute of New Hampshire Budget Narrative

Budget period -12 months —August 15, 2012-August 14, 2013

International Institute of New Hampshire

A. Personnel **\$77,200**

Social Worker (Amadu Hamady): 100%FTE @ \$46,000 = \$46,000

Bilingual / Bicultural Liaison, A. Chiboub: .5FTE @ \$31,200 = \$15,600

Bilingual / Bicultural Liaison, T. Subedi: .5FTE @ \$31,200 = \$15,600

B. Fringe Benefits & Taxes **\$11,712**

Full Time Employees includes FICA/SUTA, Health and dental

Calculated at 18% \$ 8,280

Part Time employees includes FICA/SUTA% calculated at 11% \$ 3,432

C. Indirect Charges **\$12,088**

The Institute has an HHS-approved Negotiated Indirect Cost Rate Agreement (NICRA) that is 24.2% of all direct costs excluding direct pass through grants to individuals

This budget includes indirect of \$12,088.00 calculated at 13.6% of direct expenses.

State of New Hampshire
Office of Minority Health and Refugee Affairs
Request for Proposals and Application for Funding

BUDGET FORM

Attached is the budget form for the School Impact program.

Organization Name: International Institute of Boston

Budget Period: Aug 15, 2013 to August 14, 2014

Budget Requirements		Total Salary	Portion Charged to Contract	Funding Request
Staff Positions				
School social Worker	Amadu Hamady	46,000	100%	46,000
Bilingual/bicultural Liaison	Amina Chiboub	31,200	50%	15,600
Bilingual/bicultural Liaison	Tika Subedi	31,200	50%	15,600
Total Salaries				77,200
Fringe Benefits				
Fulltime Employees			18%	8,280
Partime Employees			11%	3,432
Total Fringe Benefits				11,712
Total Salaries & Fringe Benefits				88,912
Other				
				-
Total Other				-
Subtotal				88,912
Indirect Expenses			13.6%	12,088
Grand Total				101,000

New Hampshire School Impact Program
State of New Hampshire Office of Minority Health and Refugee Affairs
International Institute of New Hampshire Budget Narrative

Budget period -12 months —August 15, 2013-August 14, 2014

International Institute of New Hampshire

A. Personnel **\$77,200**

Social Worker (Amadu Hamady): 100%FTE @ \$46,000 =	\$46,000
Bilingual / Bicultural Liaison, A. Chiboub: .5FTE @ \$31,200 =	\$15,600
Bilingual / Bicultural Liaison, T. Subedi: .5FTE @ \$31,200 =	\$15,600

B. Fringe Benefits & Taxes **\$11,712**

Full Time Employees includes FICA/SUTA, Health and dental	
Calculated at 18%	\$ 8,280
Part Time employees includes FICA/SUTA% calculated at 11%	\$ 3,432

C. Indirect Charges **\$12,088**

The Institute has an HHS-approved Negotiated Indirect Cost Rate Agreement (NICRA) that is 24.2% of all direct costs excluding direct pass through grants to individuals
This budget includes indirect of \$12,088.00 calculated at 13.6% of direct expenses.

International Institute of Boston
School Impact Grant

Key Personnel

Amadou Hamady, MSW

\$46,000 Salary

\$46,000 charged to the position. Represents 100%

Amina Chiboub

\$31,200 Salary

\$15,600 charged to the position. Represents 50%

Tika Subedi

\$31,200 Salary

\$15,200 charged to the position. Represents 50%

Amadou Hamady

EDUCATION

Master of Social Work (MSW)
University of New Hampshire, Durham

Bachelor Degree (BS) in Business Administration
Faculty of Science and Economic, Nouakchott- Mauritania

Summary of qualifications:

- Providing liaison services, relationship building and cultural support between schools, healthcare organizations and minority communities
- Day to day social service operations, encompassing skills and responsibilities for supporting a broad scope of cultural and educational programs, including information to health care providers, schools, after school programs, colleges/universities as it relates to serving refugee/immigrant students and their families in Manchester, NH
- Managing up to 3 employees, with responsibilities for recruitment, interviews, hiring, task assignment, scheduling, new hire-orientation, performance evaluation and termination activities
- Experience with coordinating language interpretation services, in addition to making referrals and appointment related to accessing schools and other social services programs
- Guiding and coordinating project objective and facilitated a yearly evaluation process
- Establishing a sustainable collaborative structure that are responsive to the challenges encounters by schools as well as refugee/immigrant families in communities impacted by resettlement and migration
- Providing support, information on college/university admissions and referral services to prospective minority student applicants to colleges
- Organizing and coordinating field trips for minority students to local college fairs and conventions
- Collaborating with ELL teachers, guidance counselors, nurses, school psychologists and other school administrators on social, emotional and academic well-being of minority students

Additional Skills:

Effective organizational, interpersonal and communication skills, strong leadership abilities and motivational management skills, successful project coordinator; collaborative project management; familiarity with Windows 95/98/XP/Vista, MS-Word, Excel, PowerPoint, outlook and Data Entry.

Employment History

International Institute of New England Manchester, NH

2010 – Present

Refugee School Impact Program Coordinator

- Provide social, emotional, psychological, adjustment, cultural and academic services to more than 300 refugee/immigrant students (K1-12) and their families
- Run an after school program that provides services such as homework help, literacy skills, college access workshops, Art, parent empowerment, and leadership skills to refugee/immigrant students (k1-12) and their families
- Serve as parent liaison between schools, community agency providers and refugee/immigrant families

Saint Anselm College, Manchester, NH, 2010 – present

Part-time Program Coordinator for the Humanities After -School Program

- Coordinate the Humanities After School Program where St. Anselm college students work with Manchester School District's high school students on portraits of human greatness from countries that send refugees/immigrants in the U.S
- Recruit yearly 40 high school students from Manchester's Public High School to participate in the Humanities program at St. Anselm college

Manchester School District, Webster Elementary School

September – Mars, 2010: Paraprofessional

- Implement Individual Education Plan
- Supported teachers and special needs students, trained new staff
- Determined and managed classroom coverage of Special Education staff

MSW Intern, 2009-2010

Beech St Elementary School (Title 1 program), and Hillside Middle School, Manchester, NH

- Provided case management to students and families through school interactions and home visits
- Facilitated support groups of Immigrant and Refugee kids of grade 1 to from grade 3
- Provided counseling to immigrant and refugee school kids Africa and Central Asia.

- Participated in the volunteering training program to enhance parental participation in the on-going school volunteer program
- Coordinated services between students/families and other health care providers.
- Worked as a Student Assistance program (SAP) counselor and worked with 6th, 7th, and 8th grade children of diverse socio-economic, cultural and ethnic background.
- Facilitated two support groups of refugee and immigrant kids on issues such as, Self-esteem, Social Skills, Cultural transition, Grief/loss, Substance Abuse Education/Prevention, Communication, Family issues, Immigration related stresses.
- Provided information, referrals and support to promote healthy coping alternatives

MSW Intern, 2008-2009

Frannie Peabody Center, Portland, Maine

- Performed comprehensive diagnosis for clients, including intakes, bio-psychosocial assessment, and annual client assessments
- Provided case management services to a caseload of 10 clients, including referrals, transportation, housing, coordination of care, advocacy, and helped clients meet their medical, psychological, legal, and physical needs.
- Worked with the support services and outreach teams to help clients combat the isolation and stigma of HIV/AIDS, help increase awareness, prevention of HIV/AIDS among African immigrants living in Portland
- Worked with therapists, physicians, and other health care providers on clients' diagnosis, evaluation, treatment, and continuity of care.
- Provided adherence and counseling to HIV/AIDS clients

MSW intern, 2006- 2007

Lutheran Social Services of Northern New England, Concord, NH

- Provided services to newly immigrant and refugee families on legal services, transportation, housing, medical appointments, and follow-ups services.
- Assisted refugee families in their transition to their new lives in America, job trainings, referrals to English Language Learning Centers
- Provided interpreters, and life skill trainings.
- Made home visits to newly settled refugees

Research Experience/Professional Development

University of New Hampshire, Durham, NH

- Exploring Gender and race difference in quality of life of forty HIV positive clients at Frannie Peabody Center, using the Medical Outcomes HIV (MOS-HIV) instrument of measure.
- Worked as a graduate assistant with Professor's Susan Lord and Patrick Shannon in the Department Social Work at the University of New Hampshire, respectively on Non-responsiveness of mailed surveys among professional social workers, and Child Welfare and Developmental disabilities.

Carsey Institute, University of New Hampshire, May 31-June 11, 2010

.Successfully completed a training in Micro-finance, Sustainable Micro-enterprise and Development Programs

Related Experiences

Strafford County Jail, Dover, NH and Concord State prison, Concord, NH

- Volunteer at the Strafford County Correctional Jail and at Concord State prison, working with minority inmates in many areas, including counseling, visiting inmates in Community Hospitals, Mental Health Units, Behavioral Adjustment Units, and other restricted units.

Awards:

Saint Anselm College 2011 pioneer in Service Award, in recognition of outstanding efforts to ling refugee youth to Humanities and community

QUALIFICATIONS

- Works well in a team environment and independently
- Enthusiastic and dependable
- Professional and calm personality

EDUCATION

- **Interpreter**, Concord, NH - 2010
- **PhD Student in Ecology**, Seville University, Spain – 1999
- **Receptionist Certificate**, Manchester Community Resource Center – June 2002
Completed 6 weeks intensive training program consisting of customer service, scheduling, office equipment, computer training and job shadowing.

PROFESSIONAL EXPERIENCE

International Institute of New Hampshire, Manchester, NH – 2010

- School parent Liaison for Arabic community
- Met with various non English speaking refugees and facilitated communication between them and the school.
- Successfully implemented a program to empower parent and involve them in their kids education

Clerical/Enumerator, Census Bureau Concord, NH – 2010

- Helped residents fill out surveys using different languages
- Followed up on incomplete surveys
- Visited foreign residents and helped them answer questionnaires

Restaurant Manager, Chiboub Food Services, Inc, NH - 2002

- Office Manager at our restaurant in Manchester, NH.
- Batch credit card machines on a nightly basis and make deposits at the bank
- Ensure that checkbooks balance properly at the end of the month.

Customer Service Representative, H&R Block, Hudson, NH - 2002

- Contacted H&R Block customers to persuade them to come to our office to file for their taxes.
- Greeted clients at the office and presented them with H&R Block brochures to read.
- Answered phone calls and clients' questions and made appointments for clients.
- Received payments from clients and deposit them at the bank at the end of the day.

Office Administrator, Macy's, Boston, MA - 2000

- Answered phone calls and compiled and verified various employee schedules.
- Created daily hour flash reports.
- Maintained of a reconciliation model and input surveys into the system

Clerical Data Entry, Census Bureau, Boston, MA - 2000

- Entered Census data into a mainframe system.
- Verified Census Employees' working hours.
- Maintained data system and produced reports.

Pharmaceutical sales, Sanofi Maphar, Casablanca, Morocco - 1995-1998

- Visited doctors throughout Morocco on a monthly basis, and reminded them of the existing drugs in the market.
- Introduced new drugs to doctors and educated them on their use.
- Visited pharmacies all over the country to discuss orders of new and existing products, and answer questions.

Sales person, Investment Club RCI , Casablanca, Morocco - 1994-1995

- Met with Clients and introduced new real estate property catalogs to them.
- Involved in company's round table discussions and recommended actions to be taken to attract new customers.

COMPUTER SKILLS

- Microsoft Windows XP, Vista, Word and Excel
- Internet navigation

LANGUAGE SKILLS

- Fluent in French, Arabic, Spanish and English

REFERENCES

Available upon request

TIKA R. SUBEDI

Education: M.A., Katmandu, Nepal. 2002-2004.

Sociology
Tribhuvan
University

Bachelor Degree in Humanities Major in English, Economics, Political Science West Bengal, India 1999-2001

Trained Interpreter **Service and Employment History:** ESL Teacher English for New Americans (ENA) Southern New Hampshire Services **Bilingual Parent Liaison** International Institute, Manchester, NH
Volunteer International Institute, Manchester, NH

SNHAHEC, 2010. Sept, 2010 to now. Jan, 2011-now June, 2010-Sept.2010

Vice-Principal (The Blue Moon School) 2001-2004 **ECA In-charge/Counselor (Universal Higher Secondary School) 2005-2008** Duties included: implementing the school curriculum, conducting parents-teachers interactions and meetings, preparation of daily schedule of the entire staff, prepare and

conduct examinations, implement school's rules, regulations and discipline, conduct all extracurricular and co-curricular activities, counseling students. **In-School Resource**

Teacher/Contact Person/Facilitator (UNHCR) 1998-2000

Green Vale Academy (Refugee Camp School) Damak, Nepal Was responsible for assisting the school administration. Duties included: making weekly/daily schedules, implement the school curriculum, liaison between the school and sub-office and school and parents, facilitate workshops/seminars for teachers and students and design curriculum.

Volunteer Teacher 1993-2001 Worked as a volunteer in a refugee community for 8 years.

Refugee Camp, Nepal

Duties included: helping the community members in Adult Literacy Classes, teaching and Civic awareness.