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

OFFICE OF MINORITY HEALTH & REFUGEE AFFAIRS

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

97 PLEASANT STREET, CONCORD, NH 03301-3857
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October 12, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into agreements with the vendors listed below, to provide social services that lead directly to self-sufficiency for refugees in an amount not to exceed \$480,000, effective upon Governor and Executive Council approval through September 30, 2018. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017, and are anticipated to be available in State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further Governor and Executive Council approval.

Vendor Name	Vendor Number	Vendor Address	Contract Amount
Ascentria Community Services, Inc.	222201, B001	261 Sheep Davis Road Suite A-1 Concord, NH 03301	\$216,000
International Institute of New England	177551, B001	2 Boylston Street 3rd Floor Boston, MA 02116	\$192,000
Organization for Refugee and Immigration Success	231034, B001	434 Lake Avenue 2nd Floor Manchester, NH 03103	\$48,000
Bhutanese Community of New Hampshire	228820, B001	510 Chestnut Street Manchester, NH 03101	\$24,000
		Total Amount	\$480,000

05-095-042-4220010-79220000-500731 HEALTH AND HUMAN SERVICES, HEALTH AND HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

State Fiscal Year	Class	Class Title	Activity Code	Budget
2017	102-500731	Contracts for Program Services	42200013	\$180,000
2018	102-500731	Contracts for Program Services	42200013	\$240,000
2019	102-500731	Contracts for Program Services	42200013	\$60,000
			Contract Total	\$480,000

EXPLANATION

The purpose for this request is to contract with the vendors listed above to provide social services that lead directly to self-sufficiency for refugees who have been in the United States for less than five (5) years. The focus of these services is on refugees that currently reside in New Hampshire cities impacted by resettlement: Concord, Nashua and Manchester though refugees statewide are eligible for services.

These contracts will provide employment readiness training, job development, English language training, transportation training, orientation to American systems, cultural education for mainstream providers, and other related services that remove barriers to sustained employment and facilitate integration into American society. The total contract will provide approximately 600 refugees with employment services, 200 refugees with English for speakers of other languages services, and 800 refugees with case management services.

Vendor performance will be monitored through annual monitoring, trimester reporting activities as defined in Exhibit A, Scope of Services, and at regular, in-person meetings with the Department to ensure each vendor meets, at least, the minimum required performance measures and overall program goals.

This contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' web site from July 7, 2016 through August 3, 2016. Four (4) proposals were received in response to the Request for Proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. All four (4) vendors were funded. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this competitively procured Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and further approval of the Governor and Executive Council.

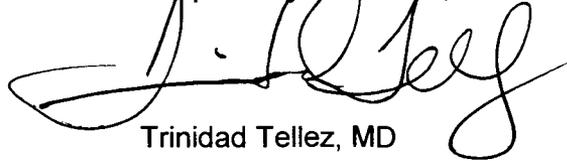
Should the Governor and Executive Council not authorize this Request, many much needed social services for recently arrived refugees may remain unmet.

Area Served: Statewide.

Source of Funds: 100% Federal Funds. CFDA #93.566 U.S. Department of Health and Human Services, Administration for Families and Children, FAIN #1601NHRSOC.

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

Respectfully Submitted,



Trinidad Tellez, MD

Director

Approved by:



Jeffrey A. Meyers

Commissioner

BID SUMMARY
New Hampshire Refugee social Services Program

**New Hampshire
 Refugee Social
 Services Program**

RFP-2017-OMHRA-01-Refug

RFP Name

RFP Number

Bidder Name

1. **Ascentria Community Services, Inc.**
2. **Bhutanese Community of New Hampshire**
3. **International Institute of New England**
4. **Organization for Refugee and Immigrant Success**

Cost Points Vendor Score/Max Score	Technical Points Vendor Score/Max Score (Max Score in () based on # of service areas bid on)	Total Points Vendor Score/Max Score (Max Score in () based on # of services bid on)
72/80	152/160 Bid on three (3) services	224/240
58/80	61/160 (61/90) Bid on one (1) service	119/240 (119/170)
62/80	132/160 Bid on three (3) services	194/240
55/80	106/160 (106/125) Bid on two (2) services	180/240 (180/205)

Subject: Refugee Social Services Program, RFP#2017-OMHRA-01-Refug

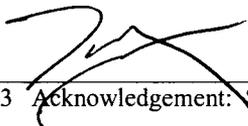
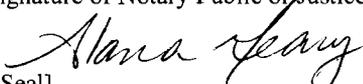
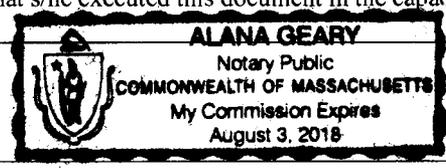
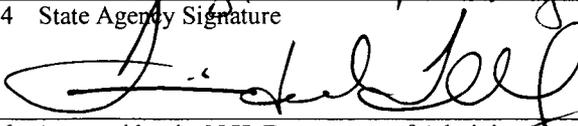
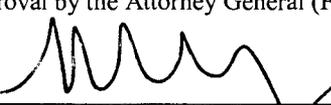
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep Davis Road, Suite A-1 Concord, NH 03301	
1.5 Contractor Phone Number 603.224.8111	1.6 Account Number: 05-095-042-4220010- 79220000-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$216,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603.271.9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Johnstone, Executive Vice President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>October 4, 2018</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Alana Geary, Clerk, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory TRINIDAD TELLEZ, MD. DIRECTO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>Megan A. Gade - Attorney</u> <u>10/24/18</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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 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 notice and consent of the State. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon the receipt of federal funds under the Refugee Social Services Grant. The Social Services Grant is a formula grant under which the State receives quarterly allocations. However, the state makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds allocated quarterly.
- 1.4. Should funding be received for Budget Year 1, continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A and the State's receipt of federal funds.

2. Scope of Services

- 2.1. The central purpose of the Refugee Social Services (RSS) Program is to assist newly arrived refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States.
 - 2.1.1. Services will be provided on a priority basis to refugees residing in the United States fewer than twelve months; those receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program, unemployed refugees, and employed refugees in need of job retention services.
- 2.2. To achieve this goal, for each year of the Contract, the Contractor shall provide employment readiness training and other services that will prepare refugees for work in the American job market. To create more opportunities for refugees' full participation in the workplace, the Contractor shall also develop connections with local employers and job training entities. English language acquisition, transportation training, and other skill development and services that will increase job placements and sustained employment shall also be addressed through the project.
- 2.3. Social Services encompasses Employment Services that remove barriers and promote self-sufficiency and well-being, Case Management Services that assist refugees in their efforts to thrive in the mainstream culture, and English for Speakers of Other Languages (ESOL) that rapidly prepare refugees for entry into the job market and facilitate their integration.



Exhibit A

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- 2.4. The Contractor shall work collaboratively with key stakeholders throughout the project period.
- 2.5. The Contractor shall provide Employment Services that will facilitate job development, placement, retention and re-employment of a minimum of ninety-five (95) employable refugees each year of the Contract which shall include, but not be limited to:
- 2.5.1. Developing and maintaining relationships with employers;
 - 2.5.2. Conducting American workplace orientation for refugees;
 - 2.5.3. Conducting employment assessment through the use of Contractor-developed assessment instruments;
 - 2.5.4. Provide Vocational ESOL instruction through job readiness training;
 - 2.5.5. Conducting refugee orientations for, a minimum of, ten (10) new employers for each year of the Contract;
 - 2.5.6. Developing employability plans to reach employable members of refugee households;
 - 2.5.7. Assisting refugees in creating and completing resumes;
 - 2.5.8. Assisting each employable refugee, identified in subsection 2.5., with submitting a minimum of three (3) job applications for each year of the Contract;
 - 2.5.9. Scheduling and arranging job interviews for all employable, newly arrived refugees;
 - 2.5.10. Developing employment support;
 - 2.5.11. Working with employers to identify and/or develop on-site internships and employer-based training;
 - 2.5.12. Assisting refugees with job maintenance;
 - 2.5.13. Maintaining employability plans, case notes, and progress reports in client files to be referenced for Trimester Reporting to the Office of Minority Health and Refugee Affairs and for review by the state Refugee Coordinator during annual monitoring and other unscheduled times;
 - 2.5.14. Providing referrals to support services;
 - 2.5.15. Collaborating with existing governmental and private job development agencies;
 - 2.5.16. Providing transportation training to increase employability; and
 - 2.5.17. Providing interpreter services to new arrivals and service providers, as needed.
- 2.6. The Contractor shall provide Case Management Services that will assist an estimated two hundred seventy (270) refugees to succeed in their new communities which shall include, but not be limited to:
- 2.6.1. Assisting in the resolution of housing-related issues through client advocacy;
 - 2.6.2. Referring clients to health/mental health and other service providers;
 - 2.6.3. Referring clients to appropriate ESOL or vocational ESOL programs;



Exhibit A

- 2.6.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services;
 - 2.6.5. Assisting new arrivals in accessing and enrolling in mainstream public programs;
 - 2.6.6. Identifying conveniently located, subsidized day care providers;
 - 2.6.7. Assisting new arrivals in meeting transportation needs; and
 - 2.6.8. Providing collateral, cultural education to employers, social service providers, health care providers, educators and other interfacing with refugees.
- 2.7. The Contractor shall provide ESOL Services to an estimated eighty (80) refugees to rapidly prepare them for entry into the job market and facilitate their integration. These services shall include, but not be limited to:
- 2.7.1. Ensuring class attendance of unemployed new arrivals and Refugee Cash Assistance recipients;
 - 2.7.2. Prioritizing new arrivals and public assistance recipients;
 - 2.7.3. Accommodating refugee arrivals by offering rolling enrollment;
 - 2.7.4. Offering ESOL at easy to access sites;
 - 2.7.5. Providing a minimum of twelve (12) hours per week of instruction to new arrivals;
 - 2.7.6. Administering and maintaining entrance and exit ESOL tests by using Contractor preferred instruments;
 - 2.7.7. Maintaining test results, attendance records and progress reports in student/client files. Ensure files are available for Trimester (three times yearly reporting) and review by State Refugee Coordinator during annual monitoring and at other unscheduled times;
 - 2.7.8. Submitting Trimester Reports as directed by the Office of Minority Health and Refugee affairs;
 - 2.7.9. Prioritizing survival level English and literacy needs of students while also addressing pre-vocational, orientation and more advanced ESOL needs;
 - 2.7.10. Providing training and addressing the ESOL needs of established refugees, as resources allow; and
 - 2.7.11. Training and engaging volunteers to provide supplementary ESOL services.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles, and duties under this contract.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to full-fill the requirements of the positions they hold and the Contractor shall be able to show that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available to Department inspection.



4. Performance Expectations and Measures

4.1. The Contractor, as well as any subcontractors, shall, in addition to their own reporting requirements, report to the individual designated by the OMHRA Director and/or the State Refugee Coordinator.

4.1.1. Project Deliverables

4.1.1.1. At regular, in-person meetings with OMHRA, the Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

4.1.2. Reporting and Evaluation Requirements

4.1.2.1. The Contractor shall submit Trimester Reports as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting as described in 4.1.1. The Contractor shall ensure it obtains the report format from the Department soon after the Contract effective date.

4.1.2.2. The Contractor shall ensure Progress Reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be sent to OMHRA no later than 15 days after the completion of a project period. In these reports the Contractor shall draw attention to any changes in their previously approved work plan or timeline.

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 – 1/31/2017	02/15/2017
02/01/2017 – 5/31/2017	06/15/2017
06/01/2017 – 9/30/2017	10/15/2017
10/01/2017 – 1/31/2018	02/15/2018
02/01/2018 – 5/31/2018	06/15/2018
06/01/2018 – 9/30/2018	10/15/2018


10/4/2016



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.566, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 1601NHRSOC.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1, Exhibit B-2, and B-3.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Office of Minority Health and Refugee Affairs
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

EXHIBIT B-1- Budget Form
10/01/2016 through 06/30/2017

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RSSP

Budget Period: 10/1/16 to 6/30/17

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 43,686	\$ -	\$ 43,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,686
2. Employee Benefits	\$ 12,669	\$ -	\$ 12,669	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,669
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,350	\$ -	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 621	\$ -	\$ 621	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 621
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,347	\$ -	\$ 3,347	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,347
7. Occupancy	\$ 2,700	\$ -	\$ 2,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700
8. Current Expenses	\$ 1,485	\$ -	\$ 1,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,485
Telephone	\$ 162	\$ -	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 270	\$ -	\$ 270	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270
Audit and Legal	\$ 648	\$ -	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 189	\$ -	\$ 189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189
12. Subcontracts/Agreements	\$ 3,510	\$ -	\$ 3,510	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510
13. Other (Specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,637	\$ 10,363	\$ 81,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,000
Indirect As A Percent of Direct		14.67%								

10/1/2016
Date

INITIALS

EXHIBIT B-2 - Budget Form
07/01/2017 through 06/30/2018

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RSSP

Budget Period: 7/1/17-6/30/18

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 56,248	\$ -	\$ -	\$ -	\$ 56,248	\$ -	\$ 56,248
2. Employee Benefits	\$ 16,892	\$ -	\$ -	\$ -	\$ 16,892	\$ -	\$ 16,892
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,800	\$ -	\$ -	\$ -	\$ 1,800	\$ -	\$ 1,800
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 828	\$ -	\$ -	\$ -	\$ 828	\$ -	\$ 828
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,463	\$ -	\$ -	\$ -	\$ 4,463	\$ -	\$ 4,463
7. Occupancy	\$ 3,600	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ 3,600
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,980	\$ -	\$ -	\$ -	\$ 1,980	\$ -	\$ 1,980
Postage	\$ 216	\$ -	\$ -	\$ -	\$ 216	\$ -	\$ 216
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 360	\$ -	\$ -	\$ -	\$ 360	\$ -	\$ 360
Insurance	\$ 864	\$ -	\$ -	\$ -	\$ 864	\$ -	\$ 864
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 252	\$ -	\$ -	\$ -	\$ 252	\$ -	\$ 252
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ 4,680	\$ -	\$ -	\$ -	\$ 4,680	\$ -	\$ 4,680
TOTAL	\$ 94,183	\$ 13,817	\$ -	\$ -	\$ 108,000	\$ 13,817	\$ 121,817
Indirect As A Percent of Direct		14.67%					

10/4/2016
Date

Initials

EXHIBIT B-3 - Budget Form
07/01/2018 through 09/30/2018

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: RSSP

Budget Period: 7/1/18 to 9/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS Contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 14,562	\$ -	\$ 14,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 4,223	\$ -	\$ 4,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 207	\$ -	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,116	\$ -	\$ 1,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 900	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 495	\$ -	\$ 495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 54	\$ -	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ 90	\$ -	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 216	\$ -	\$ 216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 63	\$ -	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 1,170	\$ -	\$ 1,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 23,546	\$ 3,454	\$ 27,000	\$ -	\$ -	\$ -	\$ 23,546	\$ 3,454	\$ 27,000
Indirect As A Percent of Direct		14.67%							

[Signature]
Initialed

10/4/2016
Date



SPECIAL PROVISIONS

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

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

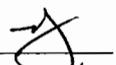
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

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

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

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

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


Date 10/4/2016



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

A handwritten signature in black ink, appearing to be a stylized 'S' or similar mark.

20/4/2016



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.


Date 10/11/2016



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

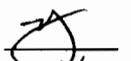
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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


10/4/2016

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Ascentria Community Services, Inc.

10/4/2016
Date


Name: Trinity S. Johnson
Title: Executive Vice President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Ascentia Community Services, Inc.*

10/4/2016
Date


Name: *Timothy S. Robinson*
Title: *Executive Vice President*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

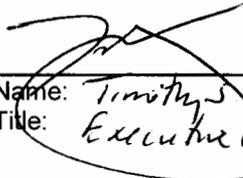
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascentria Community Services, Inc.

10/4/2016
Date


Name: Timothy S. Johnston
Title: Executive Vice President



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

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

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

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

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

Exhibit G

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

Contractor Initials


Date 10/4/2016

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Ascentria Community Services, Inc.

10/4/2016
Date

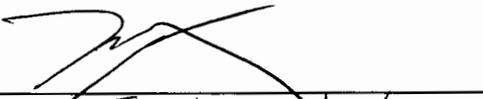

Name: Timothy S. Johnson
Title: Executive Vice President

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc

10/4/2016
Date


Name: Timothy J. Johnson
Title: Executive Vice President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

A handwritten signature in black ink, appearing to be 'S' or 'D' with a flourish.

10/4/2016



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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


10/14/2016



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

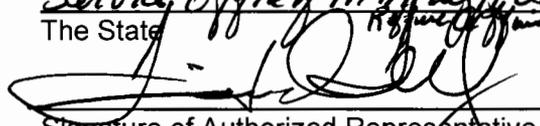
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

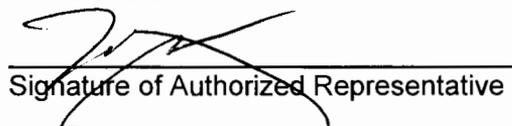


Exhibit I

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

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

NH. Health & Human Service, Office of Market Health
 The State Regulatory Affairs

 Signature of Authorized Representative
TRINIDAD TELLEZ, MD
 Name of Authorized Representative
DIRECTOR
 Title of Authorized Representative
10/18/16
 Date

Ascantia Community Services, Inc.
 Name of the Contractor

 Signature of Authorized Representative
Tim Johnstone
 Name of Authorized Representative
Executive Vice President
 Title of Authorized Representative
10/4/2016
 Date



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

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

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

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

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

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

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

Contractor Name: Ascentria Community Services, Inc

10/4/2016
Date

[Signature]
Name: Timothy S. Johnson
Title: Executive Vice President



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: 965875664
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:

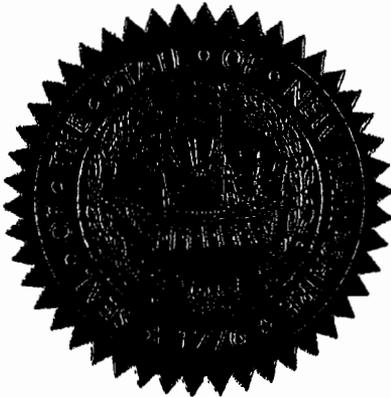
Name: _____	Amount: _____

[Handwritten Signature]
[Handwritten Date: 10/1/2016]

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 Ascentria Community Services, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on June 13, 2011. 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 24th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on September 15, 2015:

Resolved that the president and executive vice presidents are hereby authorized on behalf of this Corporation to execute any and all amendments, agreements, leases, contracts and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate by the CEO, board of directors or executive committee in accordance with the agency signing authority policy.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

Tim Johnstone Executive Vice President

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of October, 2016.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Alana Geary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 4th day of October, 2016.

By Alana Geary
(Name of Elected Officer of the Agency)

Amy Marchildon
(Notary Public/Justice of the Peace)



(NOTARY SEAL)
Commission Expires: 10/3/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2016

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 Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	CONTACT NAME: Tina Rothemich PHONE (A/C, No. Ext): (617) 723-7775 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ascentria Care Alliance 14 East Worcester Street Suite 300 Worcester MA 01604	INSURER A: Philadelphia Insurance Companies NAIC # 92535	
	INSURER B: Employers Ins. Co. of Wausau 21458	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1692928703 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1552687	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> 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			PHPK1552687	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB556695	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCC-611-262252-016	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			PHPK1552687	10/1/2016	10/1/2017	Special Form Including Theft \$2,612,250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured: Ascentria Community Services, Inc.

Evidence of Coverage

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Brown Building 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 James Hays/TROTHER

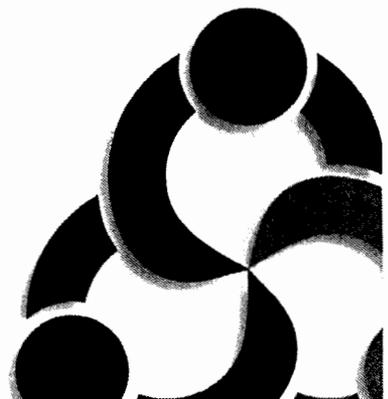


Mission statement:

We are called to strengthen communities by empowering people to respond to life's challenges.

Vision statement:

We envision thriving communities where everyone has the opportunity to achieve their full potential regardless of background or disadvantage. We become recognized leaders for innovative community services. Together with our partners, we inspire people to help one another reach beyond their current circumstances and realize new possibilities.



ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2015 AND 2014

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
TABLE OF CONTENTS
YEARS ENDED JUNE 30, 2015 AND 2014**

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CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Ascentria Community Services, Inc. and Subsidiary
Worcester, Massachusetts

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statements of financial positions as of June 30, 2015 and 2014, and the related consolidated statements of activities, changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit 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 consolidated financial statements are free from material misstatement.

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Ascentria Community Services, Inc. and Subsidiary as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 9, 2015

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

ASSETS	2015	2014
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 872,153	\$ 881,227
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,839,947	3,543,732
Prepaid Expenses	127,002	112,883
Assets Held for Sale	349,500	349,500
Total Current Assets	5,188,602	4,887,342
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	599,095	583,758
PROPERTY AND EQUIPMENT		
Land	27,196	57,332
Building	268,280	268,280
Building Improvements	159,393	159,393
Leasehold Improvements	721,402	1,152,312
Furniture and Equipment	232,877	232,050
Vehicles	244,951	244,951
Equipment Held Under Capital Lease	408,032	408,031
Computer Equipment and Software	143,313	118,719
Total	2,205,444	2,641,068
Less: Accumulated Depreciation	1,624,750	1,653,832
Total Property and Equipment, Net	580,694	987,236
DUE FROM RELATED PARTIES	327,617	230,167
OTHER ASSETS		
Deposits	49,996	54,438
Construction in Progress	12,000	-
Total Other Assets	61,996	54,438
Total Assets	\$ 6,758,004	\$ 6,742,941

See accompanying Notes to Consolidated Financial Statements.

LIABILITIES AND NET ASSETS	<u>2015</u>	<u>2014</u>
CURRENT LIABILITIES		
Long-Term Debt - Current Maturities	\$ 37,707	\$ 397,521
Accounts Payable	562,317	576,103
Accrued Expenses	1,473,429	982,902
Deferred Revenue	127,617	300,178
Due to the State of Maine	317,999	255,699
Due to Third Party	43,291	43,291
Total Current Liabilities	<u>2,562,360</u>	<u>2,555,694</u>
 LONG-TERM DEBT, Net of Current Maturities	 913,319	 625,264
 DUE TO RELATED PARTIES	 <u>-</u>	 <u>393,338</u>
 Total Liabilities	 3,475,679	 3,574,296
 NET ASSETS		
Unrestricted	2,626,083	2,542,819
Temporarily Restricted	656,242	625,826
Total Net Assets	<u>3,282,325</u>	<u>3,168,645</u>
 Total Liabilities and Net Assets	 <u>\$ 6,758,004</u>	 <u>\$ 6,742,941</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
UNRESTRICTED NET ASSETS		
REVENUE		
Program Service Revenue		
Public Sources	\$ 32,522,034	\$ 31,138,410
Private Sources	3,688,751	3,493,003
Total Program Service Revenue	36,210,785	34,631,413
OTHER INCOME		
Net Assets Released from Restriction Used for Operations	133,187	190,374
Other Income	578,667	237,464
Total Other Income	711,854	427,838
 Total Revenue	 36,922,639	 35,059,251
EXPENSES		
Salaries and Wages	17,349,508	16,910,528
Employee Benefits	3,615,907	3,275,561
Program Expenses	6,947,942	6,529,662
Professional Fees	80,337	124,000
Occupancy Costs	1,808,914	1,541,276
Operating Supplies and Expenses	1,144,130	1,583,428
Impairment Loss	-	68,863
Administrative Costs	4,422,720	3,717,492
Travel Expenses	839,099	782,936
Custodial Fee	3,740	15,832
Depreciation and Amortization	156,022	207,921
Bad Debt Expense	32,651	61,171
Interest	58,655	66,364
Total Expense	36,459,625	34,885,034
OPERATING GAIN	463,014	174,217
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	-	147,119
Loss on Damaged Property and Equipment	(245,547)	-
Loss on Disposal of Land	(30,136)	-
Equity Transfer	(104,067)	-
Total Nonoperating Gain (Loss)	(379,750)	147,119
INCREASE IN UNRESTRICTED NET ASSETS	\$ 83,264	\$ 321,336

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
NET ASSETS AT JUNE 30, 2013	\$ 2,221,483	\$ 676,128	\$ 2,897,611
Increase in Unrestricted Net Assets	321,336	-	321,336
Change in Beneficial Interest in Net Assets of Related Party	-	140,072	140,072
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(190,374)</u>	<u>(190,374)</u>
Change in Net Assets	<u>321,336</u>	<u>(50,302)</u>	<u>271,034</u>
NET ASSETS AT JUNE 30, 2014	\$ 2,542,819	\$ 625,826	\$ 3,168,645
Increase in Unrestricted Net Assets	83,264	-	83,264
Change in Beneficial Interest in Net Assets of Related Party	-	163,603	163,603
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(133,187)</u>	<u>(133,187)</u>
Change in Net Assets	<u>83,264</u>	<u>30,416</u>	<u>113,680</u>
NET ASSETS AT JUNE 30, 2015	<u>\$ 2,626,083</u>	<u>\$ 656,242</u>	<u>\$ 3,282,325</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 113,680	\$ 271,034
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	156,022	207,921
Bad Debts	32,651	61,171
Gain on Sale of Property and Equipment	-	(147,119)
Change in Beneficial Interest in Net Assets of Related Party	(163,603)	(140,072)
Loss on Damaged of Property and Equipment	245,547	-
Impairment Loss	-	68,863
Loss on Disposal of Land	30,136	-
Equity Transfer	104,067	-
(Increase) Decrease in:		
Accounts Receivable	(328,866)	(85,656)
Prepaid Expenses	(14,119)	7,402
Deposits	4,442	(12,350)
Beneficial Interest in Net Assets of Affiliate	148,266	175,555
Increase (Decrease) in:		
Accounts Payable	(13,786)	(126,273)
Accrued Expenses	490,527	(181,785)
Deferred Revenue	(172,561)	44,826
Due to Third Party	-	(218,580)
Due to State of Maine	62,300	(39,901)
Net Cash Provided (Used) by Operating Activities	694,703	(114,964)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(25,163)	(53,368)
Additions to Construction in Progress	(12,000)	-
Proceeds on Sale of Property and Equipment	-	216,000
Net Cash Provided (Used) by Investing Activities	(37,163)	162,632
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(71,759)	(73,481)
Advances from (Payments to) Related Parties	(594,855)	368,337
Net Cash Provided (Used) by Financing Activities	(666,614)	294,856
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(9,074)	342,524
Cash and Cash Equivalents - Beginning of Year	881,227	538,703
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 872,153	\$ 881,227
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 58,608	\$ 66,364

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2015 AND 2014**

	2015			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 17,349,508	\$ 17,042,371	\$ 307,137	\$ -
Employee Benefits	3,615,907	3,574,169	41,738	-
Program Expenses	6,947,942	6,947,942	-	-
Professional Fees	80,337	51,805	28,532	-
Occupancy Costs	1,808,914	1,592,984	215,930	-
Operating Supplies and Expenses	1,144,130	1,027,114	117,016	-
Administrative Costs	4,422,720	-	4,422,720	-
Travel Expenses	839,099	813,385	25,714	-
Custodial Fee	3,740	-	-	3,740
Interest	58,655	58,655	-	-
Bad Debt Expense	32,651	32,651	-	-
Total Before Depreciation and Amortization	36,303,603	31,141,076	5,158,787	3,740
Depreciation and Amortization	156,022	154,269	1,753	-
Total Functional Expenses	\$ 36,459,625	\$ 31,295,345	\$ 5,160,540	\$ 3,740
	2014			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 16,910,528	\$ 16,660,633	\$ 249,895	\$ -
Employee Benefits	3,275,561	3,219,330	56,231	-
Program Expenses	6,529,662	6,529,662	-	-
Professional Fees	124,000	75,771	48,229	-
Occupancy Costs	1,541,276	1,387,852	153,424	-
Operating Supplies and Expenses	1,583,428	1,341,261	242,167	-
Impairment Loss	68,863	(6,637)	75,500	-
Administrative Costs	3,717,492	87,380	3,630,112	-
Travel Expenses	782,936	781,641	1,295	-
Custodial Fee	15,832	-	-	15,832
Interest	66,364	66,242	122	-
Bad Debt Expense	61,171	61,171	-	-
Total Before Depreciation and Amortization	34,677,113	30,204,306	4,456,975	15,832
Depreciation and Amortization	207,921	199,800	8,121	-
Total Functional Expenses	\$ 34,885,034	\$ 30,404,106	\$ 4,465,096	\$ 15,832

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS transferred its "In Home Care" service line to ACC and is the sole corporate member of ACC. Ascentria Care Alliance, Inc. (Ascentria) is a sole corporate member of ACS and also serves as the management agent.

The Organizations provide the following programs:

Social Services – through a variety of programs, the Organizations provide services related to therapeutic foster care, unaccompanied refugee minors support, housing for teen mothers and their children, housing for homeless, small group homes serving teenagers, various support services and living accommodations for developmentally, physically and mentally disabled adults and other various social support programs.

Refugee Services – through this program, the Organizations seek to provide resettlement, employment, case management, medical case management, English as a second language classes, and other support services to refugees, asylees, and immigrants.

Adoption – through this program, the Organizations provide services related to domestic and international adoptions.

Basis of Consolidation

The accompanying financial statements present the consolidated financial position, results of operations, changes in net assets, cash flows, and functional expenses of the Organizations. Material intercompany transactions and balances have been eliminated in consolidation.

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

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

Program Service Revenue

Program service revenue is recognized as costs are incurred and services are provided

Property and Equipment

Property and equipment are recorded at cost. Assets with an estimated useful life of more than one year and a historical cost in excess of \$2,500 are capitalized. The Organizations capitalize acquisitions and improvements, while expenditures for maintenance and repairs that do not extend the useful lives of the assets are charged to operations. Donated property and equipment are recorded at its fair market value at date of donation. Gifts of long-lived assets are reported as unrestricted support unless donor stipulations specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulation about how long those assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed into service. Depreciation is computed using the straight-line method over the estimated useful life of the assets.

Assets Held for Sale

In 2014, a property in New Hampshire qualified to be classified as held for sale. Consequently, the Organization has presented the assets under the caption "Assets Held for Sale" on the statement of financial position.

Assets held for sale are reported in the statement of financial position at the lower of its carrying amount or fair value, less cost to sell. Assets held for sale are assessed for impairment when management believes events or changes in circumstances indicate that its carrying amount may not be recoverable. Based on this assessment, assets held for sale that are considered impaired are written down to their fair value. In July 2015, the assets were sold for the fair value noted on the statement of financial position.

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are non-interest bearing and have no fixed repayment terms, as detailed in Note 3, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organizations establish an allowance as an estimate of inherent risk in the Organizations' loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2015.

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

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

Net Assets

Net assets of the Organizations are classified and reported as follows:

Unrestricted Net Assets

Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets

Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organizations and/or the passage of time.

Permanently Restricted Net Assets

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

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services

Donated services are recognized in the financial statements if the services enhance or create non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$11,018 and \$31,128 for the years ended June 30, 2015 and 2014, respectively.

Use of Estimates

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

Functional Allocation of Expenses

The cost of providing the various programs and services are summarized on a functional basis. Costs are generally identified as to program site, and are then allocated between programs and supporting services that benefited based on total direct expenses.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

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

Income Taxes

The Organizations are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes on related income pursuant to section 501(a) of the code.

Deferred Revenue

Deferred revenue consists primarily of advances received from state and federal agencies for initial funding of programs. Amounts will be recognized as revenue as these programs incur the related expenditures.

Fair Value Measurements

In accordance with professional standards, assets and liabilities measured and recorded at fair value are required to be categorized into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level I) and the lowest priority to unobservable inputs (Level III). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

Level I – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.

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

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2015.

Subsequent Events

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 9, 2015, the date the financial statements were available to be issued.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

The Organizations record beneficial interest in the net assets of Ascentria, a related party, for funds being held by Ascentria on behalf of the Organizations.

NOTE 3 RELATED PARTY TRANSACTIONS

The Organizations have entered into the following transactions with related parties:

a) The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,917,000 and \$3,630,000 for the years ended June 30, 2015 and 2014, respectively. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.

b) In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$3,590 and \$15,832 for the years ended June 30, 2015 and 2014, respectively.

c) The Organizations rents office space and program vehicles from Ascentria under tenancy at will arrangements. The rent charged to operations for these arrangements amounted to approximately \$45,000 and \$61,000 for the years ended June 30, 2015 and 2014, respectively.

d) During the year ended June 30, 2015, the Organizations received federal funding of \$288,000 that was passed through to Good News Garage - LSS, Inc.

e) Related Party loans that bear no interest and have no fixed repayment terms, are as follows:

	2015	2014
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 300,640	\$ 182,559
LCS Creative Living, Inc.	23,327	2,677
Lutheran Housing Corporation - Brockton, Inc.	78	703
Lutheran Home of Southbury, Inc.	-	40,722
Luther Ridge at Middletown, Inc.	3,550	3,506
Lutheran Assisted Living in Middleton	22	-
Total	\$ 327,617	\$ 230,167
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ -	\$ 322,994
Good News Garage - LSS, Inc.	-	70,344
Total	\$ -	\$ 393,338

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. Pension costs charged to operations and contributions to the plan amounted to \$-0- for each of the years ended June 30, 2015 and 2014.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2015 and 2014:

	2015	2014
Accounts Receivable - Program Services	\$ 3,872,897	\$ 3,603,843
Less: Allowance for Doubtful Accounts	(32,950)	(60,111)
Accounts Receivable, Net	\$ 3,839,947	\$ 3,543,732

NOTE 6 CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Organizations to concentrations of credit risk consist principally of the following:

Cash and Cash Equivalents

The Organizations maintain cash and cash equivalent balances in several federally insured financial institutions in the same geographic area as well as a money market fund. During the year there may be times when uninsured cash is significantly higher and exceeds federally insured limits.

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire and Maine. Approximately 90% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year ended June 30, 2015.

Due from Related Parties

The Organizations extend unsecured credit to a related party. The balance due from related parties totaled \$327,617 at June 30, 2015.

Beneficial Interest in Net Assets of Related Party

The Organizations unsecured gifts, held by a related party, amounted to \$599,095 at June 30, 2015.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,839,947 at June 30, 2015.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 7 PROPERTY AND EQUIPMENT

The useful lives of property and equipment for purposes of computing depreciation are:

Building, Building Improvements and Leasehold Improvements	5 - 40 Years
Equipment, Furniture and Fixtures and Vehicles	3 - 10 Years
Equipment under Capital Lease	3 - 5 Years
Computer Equipment and Software	3 Years

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$156,022 and \$207,921 for the years ended June 30, 2015 and 2014, respectively.

During April 2014, ACS deemed building assets with net book value of approximately \$350,000 to be held for sale, at this time depreciation on these assets ceased. See Note 1 for additional details.

During September 2013, ACS deemed building assets with a net book value of approximately \$69,000 to be held for sale, at this time depreciation on these assets ceased. On December 20, 2013, the assets were sold and ACS recognized a gain on disposal. The gain of approximately \$147,000 is reflected under the caption "gain on sale of property and equipment" on the statement of activities for the year ended June 30, 2014.

During January 2015, the Organization experienced fire and water damage at one of their leased facilities resulting in severe damages to the property. The loss incurred on the leased property of approximately \$245,500 is listed under the caption "loss on destruction of property" on the statement of activities for the year ended June 30, 2015.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the State of Maine accepts the cost report. The amount of the estimated liability was approximately \$318,000 and \$256,000 at June 30, 2015 and 2014, respectively. Adjustments to these estimates are reflected on the statement of activities under the caption "public sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 9 CONTRIBUTED LEASED PROPERTY

ACS ("lessee") entered into a lease agreement to lease a building. The lease is for a period of five years with an annual rent of \$1 payable to lessor each year.

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$27,900 and \$41,700 as of June 30, 2015 and 2014, respectively, and is reported in the caption "building" in the statement of financial position.

NOTE 10 LONG TERM DEBT

The Organizations are liable on long-term debt at June 30, 2015 and 2014 as follows:

	2015	2014
<u>Description</u>		
<u>Note Payable</u>		
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is the 30 year treasury bill rate plus 2 1/2% adjusted annually (7.10% at June 30, 2015 and 2014).	\$ 305,798	\$ 313,702
<u>Mortgages</u>		
Mortgage payable to TD Bank. In December 2014, the mortgage was extended and now matures on December 17, 2017. The monthly payments of principal and interest before and after the extension were \$3,558 and \$2,512, respectively. The interest rate before and after the extension was 5.0% and 4.23%, respectively. The mortgage is secured by all business assets.	325,414	358,410
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	317,080	328,340

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 10 LONG TERM DEBT (CONTINUED)

<u>Description (Continued)</u>	<u>2015</u>	<u>2014</u>
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2016, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	2,734	22,333
Total	<u>951,026</u>	<u>1,022,785</u>
Less: Current Maturities	<u>(37,707)</u>	<u>(397,521)</u>
Long-Term Debt, Net	<u>\$ 913,319</u>	<u>\$ 625,264</u>

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Current Maturities</u>
2016	\$ 37,707
2017	37,105
2018	312,364
2019	22,674
2020	24,297

Interest charged to operations for the above long-term debt amounted to \$58,655 and \$66,364 for the years ended June 30, 2015 and 2014, respectively.

NOTE 11 DUE TO THIRD PARTY

The Organizations are reflecting an estimated liability in the amount of approximately \$43,000 at both June 30, 2015 and 2014. This amount is due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 12 OPERATING LEASES

The Organizations lease land, buildings, equipment and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to approximately \$781,000 and \$950,000 for the years ended June 30, 2015 and 2014, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 399,296
2017	305,271
2018	216,425
2019	29,484
2020	-
Total	<u>\$ 950,476</u>

NOTE 13 CONTINGENCIES

A significant portion of the Organizations' net revenues and accounts receivable are derived from services reimbursable under Medicaid programs. There are numerous healthcare reform proposals being considered on federal and state levels. The Organizations cannot predict at this time whether any of these proposals will be adopted or, if adopted and implemented, what effect such proposals would have on the Organizations.

A significant portion of the Organizations' revenues are derived from services reimbursable under Medicaid programs. The base year costs utilized in calculating the Medicaid rates are subject to audit which could result in a retroactive rate adjustment for all years in which that cost base was used in calculating the rates. It is not possible at this time to determine whether the Organizations will be audited or if a retroactive rate adjustment would result.

ACS and Ascentria have entered into an equity sharing agreement related to one property transferred from Ascentria to the ACS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 13 CONTINGENCIES (CONTINUED)

ACS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on ACS's loss experience. In addition, ACS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. ACS's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2015 there is an open asserted claim outstanding. There are potential additional costs related to this claim for which management cannot estimate, thus no provision has been recorded. The maximum amount of the additional claims considering the loss limitation is \$120,000. Management is unaware of any additional unasserted claims as of June 30, 2015, thus any financial impact related to such claims cannot be determined at this time.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance \$1,600,000 and \$1,540,000 as of June 30, 2015 and 2014, respectively.

NOTE 14 FAIR VALUE MEASUREMENT

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

The following tables present the Organizations fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2015 and 2014, respectively:

	2015		
	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Total			
Beneficial Interest in Net Assets of Related Party			
Cash Equivalents	\$ 599,095	\$ -	\$ 599,095
Total	<u>\$ 599,095</u>	<u>\$ -</u>	<u>\$ 599,095</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

	2014		
Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party			
Cash Equivalents	\$ 583,758	\$ -	\$ 583,758
Total	\$ 583,758	\$ -	\$ 583,758

The following table provides a summary of changes in fair value of the Organization's Level 3 financial assets for the years ended June 30, 2015 and 2014, respectively:

Balance at July 1, 2013	\$ 619,241
Utilization of Funds	(35,483)
Balance at July 1, 2014	\$ 583,758
Income	15,337
Balance at June 30, 2015	\$ 599,095

Since these funds are held by a third party that pools the Organization's interest with other related organization's assets, management has determined that the inputs are unobservable and therefore valued using a level 3 methodology.

The following table presents the Organization's fair value hierarchy for those assets measured at fair value on a nonrecurring basis as of June 30, 2014:

	2014		
Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Assets Held for Sale	\$ 349,500	\$ -	\$ 349,500
Total	\$ 349,500	\$ -	\$ 349,500

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2015 AND 2014

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

The following table presents changes in assets measured at fair value using Level 3 inputs on a non-recurring basis for the year ended of June 30, 2014.

	Assets Held for Sale
July 1, 2013 - Value	\$ 425,000
Depreciation Expense	(6,637)
Asset Impairment Charge	(68,863)
June 30, 2014 - Value	<u>\$ 349,500</u>



**Ascentria
CARE ALLIANCE**

**Ascentria Community Services, Inc.
Board of Directors
2016 - 2017**

William Mayo, Chair

Michael Balinskas, Vice Chair

Jeff Kinney

Garth Greimann

Karen Gaylin

Angela Bovill

Corporate Officers:

President	Angela Bovill
Treasurer	Nick Russo
Executive VP	Lisa Cohen
Executive VP	Dana Ramish
Executive VP	Tim Johnstone
Clerk	Alana Geary

Samba C. Halkose

QUALIFICATIONS SUMMARY

10+ years' experience in Human Services working in a broad range of service agencies across multiple work environments and requirements. Bachelor of Science in Business Study as specialization in Human Resources. Highly organized self-starter with strong interpersonal office skills and proven experience working with people from diverse backgrounds. Fluent in English, French, Swahili and Lingala. Demonstrated facility for multitasking and prioritizing in fast-paced environments. Technically competent.

- Refugee Coordinator and school liaison
- Community Organizer
- Public Relations and Community Outreach
- Multi-Cultural/Multi-lingual Interpreter
- Health Educator
- Health Care Interpreter
- Employment Support Specialist
- Case Worker

EXPERIENCE

Education & Employment Specialist: - Ascentria Care Alliance

Nov. 2015- update

- Provide assistance to refugees in developing an employment plan, follows up with employed refugees to support retaining or job improvements
- Evaluate clients' aptitudes, interests, work skills, work experience, education, and / or degree of limitations to find opportunities and challenges to employment
- Researches employment opportunities, networks and develops relationships with potential employers, educates employers about the benefits of hiring refugees

Case Worker: - Ascentria Care Alliance

Sept. 2014 – Nov. 2015

- Provides appropriate assistance to refugees during the resettlement and case management contractual period
- Responsible for the continuance of the orientation process, employment plan, and monitoring; and overseeing client's participation in refugee program
- The goal is to assist refugees to live as self-sufficiently as possible and to integrate into the community; this must be done within the compliance of the refugee programs contracts

Medical Interpreter: - Lutheran Social Services

April 2014 – Sept. 2014

- Facilitate communication between patients with limited English proficiency (LEP) and their physicians, nurses, lab technicians and other healthcare providers.

Employment Support Specialist: - Southern NH Services

2012 - 2013

- Establish and maintain a cooperative working relationship with local agencies and business organizations with translation, e.g., immigration, hospital, government offices.
- Assist clients in completing job applications and other job search and readiness requirements.
- Work to provide and maintain job workshop for program participants.
- Develop new resources and identify existing resources to create new work sites and resources.
- Assist refugees with filling applications for SSA, Food Stamps, Medicaid and other benefits.
- Provide home based education to new immigrants to understand U.S. culture.

Refugee Coordinator/Family Liaison – Nashua School District

2008 – 2012

- Register all newly arrived refugees students and ensure they are oriented to school before their first day
- Work with the schools and families to access interpretation and transportation for school meetings and events
- Inform new arrived families about American school culture, school related policies regarding absences, field trips, and classroom rules and teachers expectations
- Recognize and promote mentorship opportunities between refugee and immigrant students and their normal counterparts

Reach Program/Office assistant – Administrations: NH Minority Health Coalition

2001 - 2003

- Provide support to the Office Manager to support the Executive Director. Account payable clerk.
- Educating providers and empowering consumers to understand the African Culture.
- Bilingual Administrative Assistant, utilizing language and administrative skills to ensure effective and efficient communication in the work place.

Residential Instructor – Easter Seals NH

2002 - 2011

- Instruct, supervise and assist residents with disability in their activities of daily living through daily routines and to carry out scheduled activities of the programs
- Perform tasks under supervision of Program manager, and Assistant Program Manager in agreement with well-known center policies and procedures

VOLUNTEER / COMMUNITY SERVICE

Board of Directors, Manchester Community Health Center, Manchester, NH	2002 – 2003
Chief Leader of the Congolese Women Community in Manchester, NH.	2003-2005
Celebration of Excellence Award, Manchester Community College	2007
Organize and implement social community activities.	
After School program, Summer Vacation with Women for Women Coalition	2013

EDUCATION

Certificate in medical interpretation	2001
Certificate in Licensed Nurse Assistant at Careers, LLC.	2004
Bachelor of Science, Business Studies with concentration in Human Resources	2010
Medical Terminology Certificate	2014

Clement N Kigugu

Objectives: To become a trained Leader of Color in the State of New Hampshire

1. **Ascentria Care Alliance: November 2015 - to present**

Education & Employment Specialist, Services for New Americans

- Provide assistance to refugees in developing an employment plan, follows up with employed refugees to support retaining or job improvements
- Evaluate clients' aptitudes, interests, work skills, work experience, education, and / or degree of limitations to find opportunities and challenges to employment
- Researches employment opportunities, networks and develops relationships with potential employers, educates employers about the benefits of hiring refugees

2. **Ascentria Care Alliance: March 2014 – November 2015**

Caseworker, Services of New Americans

2. **The Over Comers Church of God: 05/23/15**

Senior Pastor from the Over Comers Church of God

3. **Easter Seals, Bow, NH, 2010-2014**

Direct support associate, aid for people with disabilities

3. **Lutheran Social Services (Language Bank), 2011 -2014**

Interpreter, Kinyarwanda, Kirundi, Swahili and French

4. **Market Place Assistant for the Affordable Care Act, November, 2013 to 2014**

5. **ANSP + Kigali, Rwanda, 2004 – 2006 Supervisor, National Association**

- Supporting People Living with AIDS/HIV Helping them live positively with HIV
- Counseling for post-traumatic stress disorder
- Giving advice on how to overcome stigmatization and discrimination
- Teaching financing of micro-projects and money management
- Providing necessary assistance with activities of daily living for children with physical and psychological disabilities.

6. **Gira Impuhwe Association of Rwanda, 1999-2003 Coordinator of a non-profit organization whose purpose is to help orphans and widows of the 1994 genocide, and children and widows living with HIV/AIDS.**

- Helping them live positively with their disease
- Counseling for post-traumatic stress disorder
- Providing support for overcoming the traumatic situation they experienced in 1994
- Teaching financing of micro-projects and money management

II. Volunteer work

Deacon, African Church, Concord, NH, 2007 – 2015

III. Education

- Usalama Sange High School, Uvira, Congo, 1991
- Universite' Libre de Kigali, Kigali, Rwanda, 1999, 2 year University degree in Management
- Certificate in Financing of Micro-projects for Leaders of the association of people living with HIV/AIDS, Kigali, Rwanda, 1999
- Certificate in Living With HIV/AIDS and Disabilities, Post-Traumatic Stress Disorder. Kigali, Rwanda, 2000
- Community Education, courses in Computers, Internet, Power Point Word Processing, Kigali, Rwanda 1999 - 2000
- Certificate from Actionaid Rwanda and Christian Aid, training course for AIDS work trainers, Byumba, Rwanda, 2001
- Ambassadors of Hope Training Certificate, National Association for Supporting People Living with AIDS Rwanda, Isano Center, Kigali, Rwanda, 2002
- Catholic Relief Services Certificate, Economic Competence in the Foundation of Entrepreneurship (Competence Economiques par la Formation a` l'esprit Entrepreneurial), Kigali, Rwanda, 2002
- ESRI Certificate in Demographic Information Systems, Geneva, Switzerland, 2002
- AHEC, Southern NH Area Health Education Center, Certificate in Medical Interpretation Training, Manchester, NH 2009

IV. Languages

Kinyarwanda (first language), Kirundi, French, Swahali, Kifulelo, some Lingala and English

V References

1. Shirley Woodward *Program Manager, Services for New Americans* swoodward@ascentria.org
603 224 8111 ex 2255
2. James B. Snodgrass Executive Director Second Start 17 Knight Street Concord NH 03301
603-228-1341 X 4216 jsnodgrass@second-start.org
3. Priscilla Reinertsen, Ph.D. Prof. of Sociology, Emeritus, University of New Hampshire 603-746-6491 prtsen1@comcast.net

Career Aim

To pursue a career and make valuable contributions in the social work profession by effectively utilizing my maturity, life experiences, competencies and subject knowledge, which I have acquired from educational institutions, various workplaces, and additional trainings. I hope to achieve this by empowering families and communities at large.

Strengths

I can work under minimum supervision, have excellent communication and networking skills, adapt easily to new environments and handle electronic devices well. I am committed to good ethical practice and team work and am fluent in several European and African languages. This has left me confident in leading negotiations that require the reconciliation of different national approaches to otherwise common problems.

Ascentria Care Alliance, Concord NH

Services for New Americans Caseworker: February 2016

- Help refugees resettle in their new home providing necessary services and daily case management.
- Refer clients to services in accordance with the Cooperative Agreement and Matching Grant Program guidelines.
- Develop resettlement plans for clients and monitored implementation.
- Provide crisis intervention, counseling, and mediation and negotiation services in an acute need for refugee communities.
- Educate and counsel refugees on issues related to their resettlement needs including medical, employment, family reunion and financial stability.

Ministry of Health, Otjiwarongo, Namibia

Community Counselor: January 2009 – January 2014

- HIV/HCV counseling and testing
- Community mobilization/outreach in HIV prevention, SRH education, and teenage pregnancy prevention
- Peer educator in HIV/AIDS/SRH, substance abuse
- Established workplace program training on HIV/AIDS prevention and SRH issues

Ministry of Health, Osire Refugee Camp, Otjiwarongo, Namibia

Life-Style Ambassador Team Leader, January 2009 – January 2014

- Peer educator within the youth groups; focused on SRH issues, substance abuse, and teenage pregnancy
- Made referrals for those needing additional information/services regarding sexual reproductive health issues

Education

Ministry of Health/Chris J. Consultant: Certificate in Community Counseling and HIV/AIDS Prevention
Paresis Secondary School: Diploma

Languages (Fluent): English, French, Portuguese, Swahili, Kinyarwanda, Kirundi

Ishor Mishra

1. Experience

Bi-cultural Coordinator

February 2016- Present **Ascentria Care Alliance**, Concord, NH

□ Assist older Bhutanese Refugee with accessing mainstream aging services; develop additional culturally and linguistically relevant activities for older refugees. Provide coordination among elderly service providers, ethnic community and refugee elders. Served new Americans during their initial period of resettlement by providing various orientations, made referrals to the available local resources including social security application, food stamp, Medicaid etc.

Caregiver

September 2010 – February 2016 **Ascentria Care Alliance-In Homecare**, Concord, NH

□ Provide support, assistance, and instruction in areas that facilitate growth toward independence such as meal preparation and nutrition, skill acquisition, household maintenance, money management, medication administration, socialization, crisis intervention, etc.

Direct Support Professional

September 2013-Present **Lakes Region Community Services**, Laconia, NH

□ Provide daily living skills to individuals with disabilities inspire and motivate individuals in achieving their goals through activities. Assists individuals in the development of appropriate behavioral, social and financial management plans.

Access Outreach Worker

September 2013-March 2014 **NH Office of Minority Health and Refugee Affairs**, Concord, NH

□ Conducted outreach and education to raise awareness about the NH Health Insurance Marketplace and facilitated enrollment among racial and ethnic minorities and underserved populations in Concord, Manchester, and Laconia.

Community Health Worker

October 2011 – July 2013 **Lakes Region Partnership for Public Health**, Laconia, NH

□ Provided support to refugees and immigrants to navigate and access community services and adopt healthy behaviors, coordinated providers and the community members through integrated approach to care management and community outreach. Conducted intake interviews with community members including enrolling and provided referrals for services to community agencies as appropriate.

Case management Volunteer

September 2010 – Present **Bhutanese Community of New Hampshire**, Concord, NH

□ Offer post-resettlement services to refugees including necessary services and daily case management, coordinating with other partner organizations for meaningful resettlement. Provide crisis intervention, counseling, mediation and negotiation services in an acute need for refugee communities. Educate and counsel refugees on issues related to their post-resettlement needs including medical, employment and financial stability.

Education & Certification

Area Health Education Center, Manchester, NH –**Legal Interpretation Training**-70 hrs., 2013

Emerging Leaders in Communities of Color, (ELCC) Manchester, NH, June 2013

Harvard Pilgrim Health Care Foundation –**Cultural Competency Trainers Training**- 40 hours, 2012

Central Mass. AHEC, Worcester MA-**Community Health Worker Training**-30hrs, 2012

Boston University - The National **Healthy Homes Training Center** - 15 Certification CE Credits, 2011

Kalimpong College, India - **Bachelor's Degree** in Business Management, 2007

Rup Timsina

Objective

To get a position that uses my skills and ability, to benefit my employer with my Bachelor's Degree in sociology.

Experience

Ascentria Care Alliance Concord, NH **12/2011-Present**

Bi-Cultural Liaison

- Educate refugee families about American school culture and systems.
- Provide ongoing trainings to resolve school-related issues.
- Conduct cultural competency training to school administrators and teachers.
- Facilitate parent/teacher conferences.

Easter Seals Manchester, NH

Direct support Provider **07/2010-Present**

- Accompany adults with mental disabilities to recreational, social and job related activities.
- Instruct, supervise and assist them in different activities.
- Helping them to socialize for naturalization

Wal-Mart Concord, NH

Inventory Control Specialist **09/2008-Present**

- Work merchandise from the backroom to the sales floor
- Maintain features to ensure all products are fully displayed and available
- Provide excellent customer service and productive working relations with my co-workers.

CARITAS International Organization Damak, Nepal

Resource Teacher **04/1992-06/2008**

- Interviewed, hired, trained, evaluated, supervised 1,200 teachers in 7 different schools.
- Assisted in the supervision of 40,000 students.
- Cared for and taught children with special needs.
- Worked as a mediator between parents, school, and the concerned organization.
- Played a counselor role and resolved conflicts between beneficiaries and service provider.

Bongo Primary School, Chhuka, Bhutan

Elementary School Teacher **08/1988-04/1992**

- Created and implemented lessons plans to accommodate students through 5th grade.
- Evaluated and assessed the students learning abilities.
- Provided a safe and nurturing learning environment for students.

Education

Indira Gandhi National Open University

04/1998 - 04/2003

New Delhi, India

Bachelor's Degree in Humanities

Major in Social Science

Training

Teachers Training

National Institute of Education, Samchi, Bhutan

06/1986 - 10/1988

Training of Trainers in Leadership

Jesuit Youth Ministry in South Asia, Mumbai, India

March 01 – 10, 1999

Training on Development Communication

By COADY International Institute, Antigonish, Nova Scotia, Canada

At CARITAS Nepal, Damak, Jhapa, Nepal

March 23 – 27, 1998

Management Training

By Agency for Personal Service Overseas, Ireland, UK

At CARITAS Nepal, Damak, Jhapa, Nepal

July 21 – 26, 1997

Teacher Trainers Refresher Course

Progressive Educational Techniques Society, Calcutta, India

September 11-16, 2000

Appreciative Inquiry Training on Educational Management

CARITAS Nepal, Damak

December 17-21, 2004

Educational Management and Administration

By St. Xavier's School, New Delhi, India

At CARITAS Nepal, Damak

May 3-6, 2004

Discipline with Dignity

Center for Victims of Torture, Nepal

November 7-9, 1997

Microsoft Office User Specialist

College of Software Engineering, Damak, Jhapa, Nepal

➤ April 2005- July 2005

Community Involvement

Bhutanese Community of New Hampshire

I helped to initiate a community organization for Bhutanese residing in New Hampshire. I also served as a regional representative of Concord.

K E L S E Y F O R B E S

EXPERIENCE

Education Liaison- May 2016- Present

Ascentria Care Alliance, Services for New Americans, Concord New Hampshire

Facilitate cross cultural communication between school, home, and various health and social service organizations. Assess students for issues related to social adjustment and/or other mental health diagnosis and will make referrals to appropriate service agencies.

Develop and monitor summer programming for students.

Student Activities Leader - March 2008 - March 2016

Belle Vue Boys' School (renamed Beckfoot Upper Heaton Academy,) Bradford, United Kingdom.

Planned, delivered and evaluated all extra-curricular educational and enrichment activities for an inner city UK high school with a predominantly Pakistani Muslim and Eastern European immigrant population. Independently developed and delivered a wide range of activities in response to specific interests of the students. Organized whole school activity week each year for students of all backgrounds.

Ran a tutor group for Special Education seniors to help to keep them on track academically.

Worked closely with ESL parents to engage them in school culture and local community through coffee mornings and "Dads and Lads" activities

Wrote grants, planned and delivered after-school programs designed to boost attendance and attainment in school.

Volunteering Project Manager - September 2006 - March 2008

World Wide Volunteering, Leeds, United Kingdom

A national charity promoting both domestic and international volunteering to high school students and providing support throughout the process.

Developed enrichment program in religiously conservative Muslim school to expose young female students to the value and options of volunteer service. Assisted students through the application process.

Delivered presentations to groups students ranging from 5-500

Maintained accurate for reports to headquarters, schools and funders

Assistant Director- April - August 2006

Girl's Inc. Rochester, NH

Helped manage a highly active girl empowerment program for after school program for 30-40 girls aged 5-15.

Created a successful Counselor in Training program to provide the older girls with more responsibility.

Planned a creative timetable of activities for a busy summer camp program.

Recruited and trained volunteers, as well as monitoring their progress and development.

Maintained confidential records.

Volunteer Coordinator/ Program Staff- September 2002 - August 2006

Girl's Inc. Manchester, NH

Managed the Girl's Inc./Saint Anselm College partnership connecting college students with girls aged 5-15. Later became paid staff.

Recruited, placed and supported 20-30 college students to support educational, recreational and enrichment programs

Helped create opportunities to match student coursework with service activity

Ran programs including;

Cents and Sensibility: Money management and the economy.

Cover Girl: Explored exploitation of women in the media and issue of body image

Public Achievement: A youth democratic action program

EDUCATION AND QUALIFICATIONS

Bachelor of Arts, Criminal Justice

Saint Anselm College, Manchester, New Hampshire, USA

- Courses included: Juvenile Justice, Sociology, Minority Majority Relations, Psychology, Criminal Law

Sandi Zimmermann Cotter

Employment History:

6/2016 – Present

Ascentria Care Alliance

Community Outreach and Volunteer Coordinator
Services for New Americans

Responsible for the recruitment, retention, training and supervision of volunteers, and for identifying and coordinating volunteer opportunities with other staff members. Develops partnerships with community members and organizations to support the changing needs of clients. Identifies resources within the community and solicits donations, fosters positive relationships with existing and new donors. Supports the efforts of various community members as they provide donations and volunteer support to clients.

2/2011 to 6/2015- Community Action Program Belknap-Merrimack Counties Inc.

Senior Companion Program of New Hampshire
Volunteer Coordinator

Responsible for collaborating with community agencies and the monitoring of Senior Companion volunteer activities. Senior Companions provide home visitation, assistance with activities of daily living, and transportation to homebound, frail seniors throughout New Hampshire. Responsible for recruitment, marketing and training tools to enhance volunteer opportunities across the Elder Services Department. Performed assessments of potential clients and ongoing review of home situations, as well as providing referral and support to address ongoing needs of seniors in various communities. In addition, developed and implemented various fundraising programs to generate revenue to support Companion activities, as well as those supporting the Elder Services Department. Created and maintained all client and personnel files, processed payroll.

1998 - 2001 - The Currier Gallery of Art, Manchester, NH

Development Department

Worked on many areas supporting the CGA, including fundraising programs, annual funds, membership campaigns, special events, grant writing and public relations. Worked directly with donors and members to enhance their satisfaction with the Gallery and its programs. Performed all administrative tasks, prepared correspondence, tracked contributions, screened and directed phone calls and recorded donations.

1994 - 1997 - The National Multiple Sclerosis Society, Bedford, NH

Director of Development

Guided a full calendar of fundraising programs, including pledged sporting events, membership drives, direct mail campaigns, grant writing and business development. Recruited and trained extensive volunteer network and supervised office staff. Maintained relationships with donors, clients and sponsors. Maintained all records related to event development and implementation.

1986 – 1989 – The Mall of New Hampshire Management Office, Manchester, NH
Assistant Director of Marketing

Reported to the Director of Marketing and assisted in the design and implementation of promotional programs designed to drive mall revenue. Performed all administrative support to management team, including recording sales figures, preparing correspondence, and supervised customer service representatives responsible for direct support to mall patrons.

1982 - 1985 – State of New Hampshire Legislature, Concord, NH
Customer Service Rep/Stenographer/NH Secretary of State

Provided support to members of the general public applying to the Corporate Division for various business and trademark registrations. Processed daily cash receipts, routed mail and telephone calls, assisted with computerization of records, researched existing corporations, trade names and limited partnerships.

Administrative Assistant/NH House Minority Leader

Provided administrative support for NH House of Representatives House Minority Leadership and general assembly members. Tracked media, prepared press releases and legislative drafts, conducted polls, recruited, trained and supervised volunteers, and participated in campaign activities.

Civic and Volunteer Affiliations:

2004 - 2012 - Manchester Crimeline

Board of Directors

Chairman of the Board,

Developed and oversaw 18 member board responsible for offering rewards to anonymous donors who provided information leading to the arrest and conviction of criminals. Directed all fundraising and public awareness activities.

2005 – 2011 – Manchester School System/Weston Elementary School

School Volunteer

Provided assistance to the administrative staff by performing clerical duties, assisted in cataloguing and shelving in the library, worked with students and teachers in classroom settings. Provided support at social and athletic events.

2003 – 2009 – SEE Science Center

Board of Directors

Worked with Board members to develop and implement fundraising and public relations activities.

1983 – 2004 – Manchester Riverfest

Vice President/Board of Directors

Working alongside a 16 member Board, served as the fundraising chairperson and also directed the Children's Area activities.

1992 – 2001 - Queen City Kiwanis

Provided support for all club-related activities which were directed at raising funds to assist child-centered nonprofit efforts.

1995 – 1990 – Manchester Chamber of Commerce

Development Committee/Ambassador

As Ambassador, represented the Chamber in Manchester and surrounding surrounding communities as well as recruited new members.

1982 – 1985 – Manchester Girl's and Boy's Club

Board of Directors

Served on Fundraising Committee, supported all Club directed activities.

References:

Nicole Finitsis, Program Manager
NH Senior Companion Program
603-225-3295
(Supervisor/NH Senior Companion Program)

Catherine Turgeon
Meredith, NH
527-3737/244-0162
(Former colleague, NH Senior Companion Program)

Sandra Fisher, Caseworker, Nashua Community Council
Nashua, NH
402-1537/320-0753
(Community partner/NH Senior Companion Program)

Rob Batchelder, Vice President
Bank of New England
Manchester, NH
657-1147
(Former Chairman, Manchester Crimeline)

Kathy Boylan, Director, Moore Options for Seniors
Manchester, NH
475-2585
(Colleague/Community Partner/NH Senior Companion Program)

)

Shirley Woodward, JD, MPH

EXPERIENCE

Ascentria Care Alliance. Concord, NH.

Program Manager, Services for New Americans

November 2013-present

- Oversee refugee resettlement services including casework, employment, cultural orientation, English Language classes, education, volunteer support and community outreach.
- Supervise 15-person team; responsible for workflow, training and personnel issues.
- Represent the organization and advocate for refugees in external meetings.

U.S. Department of State. Washington, DC.

Program Officer, Population, Refugees, and Migration

September 2010-November 2013

Presidential Management Fellow

September 2008-September 2010

- Responsible for \$260 million in humanitarian assistance for displaced Iraqis with team.
- Reviewed proposals, provide technical input, and negotiate objectives, indicators and budget with international organizations and NGOs.
- Wrote strategy documents, talking points and other reports on Iraqi displacement, returns and reintegration.
- Conducted field visits to monitor and evaluate programs and set programmatic and policy priorities.
- Liaised with advocacy groups, NGOs, United Nations agencies and U.S. government agencies.
- Reported on displacement and human rights during 4 month detail at Embassy Colombo, Sri Lanka.
- Researched United Nations (UN) legal issues including women, peace and security, due process in sanctions regimes, peacekeeping missions, commissions of inquiry and the role of regional organizations within the UN system during 3 month detail to the Office of the Legal Advisor.

United Nations High Commissioner for Refugees. Nairobi, Kenya.

Resettlement Intern

May-July 2007

- Performed legal research, analysis, and writing for refugee resettlement claims.

International Rescue Committee. North and South Kivu, Democratic Republic of Congo.

Gender-based Violence (GBV) Umbrella Grant Program Coordinator

February-July 2005

- Oversaw selection of Congolese community organizations for financial and technical support through a competitive call-for-proposals process.
- Provided formal and on-site training for community organizations on provision of quality GBV services, and organizational and financial management.

Save the Children/UK. Darfur, Sudan.

Gender-based Violence (GBV) Advisor

November-December 2004

- Led integration of GBV prevention and response into Protection and Health programs in camps.

American Refugee Committee. Sierra Leone and Guinea, West Africa.

Gender-based Violence (GBV) Study Coordinator, Sierra Leone

September-October 2004

- Coordinated follow-up study on GBV survivors who repatriated from Guinea to Sierra Leone.
- Developed questionnaire, recruited and trained surveyors, oversaw data collection, analyzed data and wrote report on results and program recommendations for improved protection during repatriation.

Gender-based Violence (GBV) Program Coordinator, Guinea July 2002-June 2004

- Managed support, follow-up and referrals for GBV survivors and sex workers in 3 refugee camps.
- Oversaw provision of psychosocial counseling, healthcare, and vocational training for survivors.
- Organized trainings and awareness campaigns on GBV and sexual exploitation for security forces, health care personnel, NGO workers, local leaders and camp community members.
- Conducted baseline survey on legal aspects of GBV in camps in preparation for a Legal Clinic for refugee women. Designed questionnaire, supervised data collection, analyzed data, wrote report.
- Coordinated with camp committee, local authorities, NGOs and the United Nations.
- Recruited, hired, trained and supervised team of 50 national and refugee staff.

U.S. Peace Corps. Guinea, West Africa.

Health/Community Development Volunteer

June 1997-August 1999

- Partnered with community on health education, construction of springs and girls' leadership initiatives.

EDUCATION AND PROFESSIONAL AFFILIATION

Washington College of Law. American University. Washington, DC.

JD *magna cum laude*, Order of the Coif, May 2008.

- *Public Interest/Public Service Scholar.* A three-year, full-tuition scholarship granted on the basis of academic excellence and dedication to public service.
- *American University Law Review*, Senior Staff Member.

Bloomberg School of Public Health. Johns Hopkins University. Baltimore, MD.

MPH, May 2002.

Brown University. Providence, RI.

AB with honors in Public Policy. May 1997.

- \$2,500 Krieger Prize for outstanding senior thesis on a Latino community health worker program.

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

PUBLICATIONS

Woodward, Shirley. *Safe Passage. Repatriation and Reintegration: A follow-up study on Guinea ARC/CSI beneficiaries who repatriated to Sierra Leone.* Sierra Leone. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). November, 2004.

Woodward, Shirley. *ARC Community Safety Initiative Gender-based Violence Program in Guinea, West Africa: A Manual.* American Refugee Committee. August, 2004.

Woodward, Shirley, Dia, Seynabou, Barry, Aliou. *Legal Aspects of Violence against Refugee Women in Kissidougou Town and Albadaria camps: A KAP survey.* Guinea. American Refugee Committee (ARC), Stat View International (SVI) and Bureau for Population, Refugees, and Migration (PRM). March, 2004.

Amy E. Marchildon

EXPERIENCE

Ascentria Care Alliance. Concord, NH

Director, Services for New Americans. October 2007 – Present

- Oversee Refugee Resettlement Program and Health Profession Opportunity Project—a workforce development program.

Senior Program Manager. August 2005 – September 2007

- Supervised day-to-day operations of Refugee Program.

Case Manager/Match Grant Coordinator. September 2002-August 2005

- Coordinated core services and employment activities for refugees in compliance with Federal and State contracts.

Refugee Services of North Texas. Ft. Worth, TX

Director. January 2001 – July 2002

- Coordinated resettlement activities and supervised staff.
- Advocated for refugees at local and national levels.

Match Grant Coordinator. September 1999-December 2000

- Supervised employment program.
- Generated cash and in-kind donations.
- Developed system of documentation for program.

Immigration and Refugee Services of America. Ft. Dix, NJ

Caseworker. May – July 1999

- Registered newly arrived Kosovar refugees in Ft. Dix army base, NJ.
- Interviewed refugees and prepared cases for USCIS screening.
- Prepared travel packets for International Organization of Migration.

Austin Metropolitan Ministries. Austin, TX

Refugee Resettlement Case Manager. September 1996-May 1999

- Coordinated resettlement activities for newly arrived refugees.
- Prepared case status and financial reports.
- Recruited and coordinated volunteers.

Match Grant Coordinator. January 1998-May 1999

- Presented program objectives to church and community groups.
- Raised cash and in-kind donations.
- Prepared enrollment and case status reports.

Community Service Corps Volunteer Program. Syracuse, NY

Refugee Resettlement Caseworker. August 1994-August 1995

- Coordinated resettlement activities.
- Prepared case status and financial reports.

House Manager-Dorothy Day House. August 1994-August 1995

- Directed child day care program.

EDUCATION

Colby College. Waterville, ME

B.A. in Art History and Classics. Minor in Religion. 1994

ASSOCIATIONS

Association for Refugee Service Professionals. Member since 2010

VOLUNTEER

Zonta Club of Concord, NH Member since 2009

President, June 2014 – May 2016 / Board of Directors, 2010 to date

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Ascentria Community Services, Inc.

Name of Program/Service: Refugee Social Services Program

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Samba Halkose: Education-Employment Specialist	\$34,500	15.00%	\$5,175.00
Clement Kigugu: Education-Employment Specialist	\$34,500	15.00%	\$5,175.00
James Ahorukomeye: Caseworker	\$32,000	10.00%	\$3,200.00
Ishor Mishra: Caseworker	\$32,000	5.00%	\$1,600.00
TBD: Health Case Manager	\$35,000	10.00%	\$3,500.00
Rup Timsina: Bicultural Liaison	\$31,000	70.00%	\$21,700.00
Kelsey Forbes: Education Liaison	\$39,000	10.00%	\$3,900.00
TBD: Bicultural Coordinator	\$31,000	30.00%	\$9,300.00
Sandi Cotter: Community Outreach Coordinator	\$40,000	10.00%	\$4,000.00
Shirley Woodward: Program Manager	\$52,000	5.00%	\$2,600.00
Amy Marchildon: Director	\$70,000	0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$19,800.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Refugee Social Services Program, RFP#2017-OMHRA-01-Refug

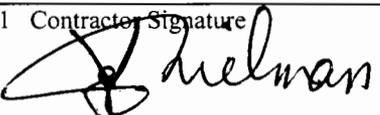
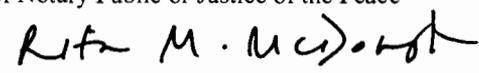
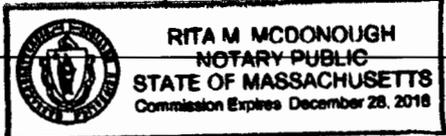
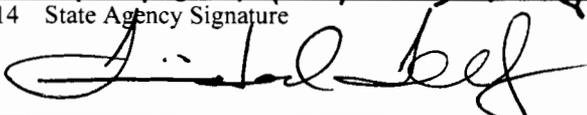
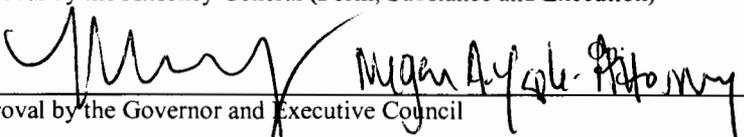
Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street, 3 rd Floor Boston, MA 02116	
1.5 Contractor Phone Number 617.695.9990	1.6 Account Number: 05-095-042-4220010- 79220000-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$192,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603.271.9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and Chief Executive Officer	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>10.12.16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rita M. McDonough</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>TRINIDAD TELLEZ, MD, DIRECTOR</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan Aycock, Attorney 10/26/16			
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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 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 notice and consent of the State. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the Contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon the receipt of federal funds under the Refugee Social Services Grant. The Social Services Grant is a formula grant under which the State receives quarterly allocations. However, the state makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds allocated quarterly.
- 1.4. Should funding be received for Budget Year 1, continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A and the State's receipt of federal funds.

2. Scope of Services

- 2.1. The central purpose of the Refugee Social Services (RSS) Program is to assist newly arrived refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States.
 - 2.1.1. Services will be provided on a priority basis to refugees residing in the United States fewer than twelve months; those receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program, unemployed refugees, and employed refugees in need of job retention services.
- 2.2. To achieve this goal, for each year of the Contract, the Contractor shall provide employment readiness training and other services that will prepare refugees for work in the American job market. To create more opportunities for refugees' full participation in the workplace, the Contractor shall also develop connections with local employers and job training entities. English language acquisition, transportation training, and other skill development and services that will increase job placements and sustained employment shall also be addressed through the project.
- 2.3. Social Services encompasses Employment Services that remove barriers and promote self-sufficiency and well-being, Case Management Services that assist refugees in their efforts to thrive in the mainstream culture, and English for Speakers of Other Languages (ESOL) that rapidly prepare refugees for entry into the job market and facilitate their integration.



Exhibit A

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- 2.4. The Contractor shall work collaboratively with key stakeholders throughout the project period.
 - 2.5. The Contractor shall provide Employment Services that will facilitate job development, placement, retention and re-employment of an estimated eighty (80) employable refugees each year of the Contract which shall include, but not be limited to:
 - 2.5.1. Developing and maintaining relationships with employers;
 - 2.5.2. Conducting American workplace orientation for refugees;
 - 2.5.3. Conducting employment assessment through the use of Contractor-developed assessment instruments;
 - 2.5.4. Provide Vocational ESOL instruction through job readiness training;
 - 2.5.5. Conducting refugee orientations for, a minimum of, six (6) new employers for each year of the Contract;
 - 2.5.6. Developing employability plans to reach employable members of refugee households;
 - 2.5.7. Assisting refugees in creating and completing resumes;
 - 2.5.8. Assisting each employable refugee, identified in subsection 2.5., with submitting a minimum of three (3) job applications for each year of the Contract;
 - 2.5.9. Scheduling and arranging job interviews for all employable, newly arrived refugees;
 - 2.5.10. Developing employment support;
 - 2.5.11. Working with employers to identify and/or develop on-site internships and employer-based training;
 - 2.5.12. Assisting refugees with job maintenance;
 - 2.5.13. Maintaining employability plans, case notes, and progress reports in client files to be referenced for Trimester Reporting to the Office of Minority Health and Refugee Affairs and for review by the state Refugee Coordinator during annual monitoring and other unscheduled times;
 - 2.5.14. Providing referrals to support services;
 - 2.5.15. Collaborating with existing governmental and private job development agencies;
 - 2.5.16. Providing transportation training to increase employability; and
 - 2.5.17. Providing interpreter services to new arrivals and service providers, as needed.
 - 2.6. The Contractor shall provide Case Management Services that will assist an estimated two hundred fifty (250) refugees to succeed in their new communities which shall include, but not be limited to:
 - 2.6.1. Assisting in the resolution of housing-related issues through client advocacy;
 - 2.6.2. Referring clients to health/mental health and other service providers;
 - 2.6.3. Referring clients to appropriate ESOL or vocational ESOL programs;



Exhibit A

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- 2.6.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services;
 - 2.6.5. Assisting new arrivals in accessing and enrolling in mainstream public programs;
 - 2.6.6. Identifying conveniently located, subsidized day care providers;
 - 2.6.7. Assisting new arrivals in meeting transportation needs; and
 - 2.6.8. Providing collateral, cultural education to employers, social service providers, health care providers, educators and other interfacing with refugees.
- 2.7. The Contractor shall provide ESOL Services to an estimated eighty (80) refugees to rapidly prepare them for entry into the job market and facilitate their integration. These services shall include, but not be limited to:
- 2.7.1. Ensuring class attendance of unemployed new arrivals and Refugee Cash Assistance recipients;
 - 2.7.2. Prioritizing new arrivals and public assistance recipients;
 - 2.7.3. Accommodating refugee arrivals by offering rolling enrollment;
 - 2.7.4. Offering ESOL at easy to access sites;
 - 2.7.5. Providing a minimum of twelve (12) hours per week of instruction to new arrivals;
 - 2.7.6. Administering and maintaining entrance and exit ESOL tests by using Contractor preferred instruments;
 - 2.7.7. Maintaining test results, attendance records and progress reports in student/client files. Ensure files are available for Trimester (three times yearly reporting) and review by State Refugee Coordinator during annual monitoring and at other unscheduled times;
 - 2.7.8. Submitting Trimester Reports as directed by the Office of Minority Health and Refugee affairs;
 - 2.7.9. Prioritizing survival level English and literacy needs of students while also addressing pre-vocational, orientation and more advanced ESOL needs;
 - 2.7.10. Providing training and addressing the ESOL needs of established refugees, as resources allow; and
 - 2.7.11. Training and engaging volunteers to provide supplementary ESOL services.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles, and duties under this Contract.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to full-fill the requirements of the positions they hold and the Contractor shall be able to show that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available to Department inspection.



4. Performance Expectations and Measures

4.1. The Contractor, as well as any subcontractors, shall, in addition to their own reporting requirements, report to the individual designated by the OMHRA Director and/or the State Refugee Coordinator.

4.1.1. Project Deliverables

4.1.1.1. At regular, in-person meetings with OMHRA, the Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

4.1.2. Reporting and Evaluation Requirements

4.1.2.1. The Contractor shall submit Trimester Reports as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting as described in 4.1.1. The Contractor shall ensure it obtains the report format from the Department soon after the Contract effective date.

4.1.2.2. The Contractor shall ensure Progress Reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be sent to OMHRA no later than 15 days after the completion of a project period. In these reports Vendor shall draw attention to any changes in their previously approved work plan or timeline.

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 – 1/31/2017	02/15/2017
02/01/2017 – 5/31/2017	06/15/2017
06/01/2017 – 9/30/2017	10/15/2017
10/01/2017 – 1/31/2018	02/15/2018
02/01/2018 – 5/31/2018	06/15/2018
06/01/2018 – 9/30/2018	10/15/2018



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.566, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 1601NHRSOC.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Office of Minority Health and Refugee Affairs
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

EXHIBIT B-1 - Budget Form
10/01/2016 through 06/30/2017

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

Bidder/Program Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND

Budget Request for: REFUGEE SOCIAL SERVICES GRANT

Budget Period: 10.1.16 - 6.30.17

	Total Program Costs			Contractor Share / Mech.			Funded by DHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 36,158.42	\$ -	\$ 36,158.42	\$ -	\$ -	\$ -	\$ 36,158.42	\$ -	\$ 36,158.42
2. Employee Benefits	\$ 8,316.59	\$ -	\$ 8,316.59	\$ -	\$ -	\$ -	\$ 8,316.59	\$ -	\$ 8,316.59
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ 375.00
6. Travel	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
7. Occupancy	\$ 5,250.00	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ 5,250.00	\$ -	\$ 5,250.00
8. Current Expenses	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Auto	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ -	\$ 2,400.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT:	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00
TOTAL	\$ 60,000.00	\$ 12,000.00	\$ 72,000.00	\$ -	\$ -	\$ -	\$ 60,000.00	\$ 12,000.00	\$ 72,000.00
Indirect As A Percent of Direct	20.0%								

JT - 10/12/16

EXHIBIT B-2 - Budget Form
07/01/2017 through 06/30/2018

Bidder/Program Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND

Budget Request for: REFUGEE SOCIAL SERVICES GRANT

Budget Period: 7.1.17 - 6.30.18

	Total Program Cost			Contractor Share/Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 48,211.22	\$ -	\$ 48,211.22	\$ -	\$ -	\$ -	\$ 48,211.22	\$ -	\$ 48,211.22
2. Employee Benefits	\$ 11,088.77	\$ -	\$ 11,088.77	\$ -	\$ -	\$ -	\$ 11,088.77	\$ -	\$ 11,088.77
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
7. Occupancy	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Auto	\$ 3,200.00	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 3,200.00	\$ -	\$ 3,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT:	\$ -	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00	\$ 16,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 80,000.00	\$ 16,000.00	\$ 96,000.00	\$ -	\$ -	\$ -	\$ 80,000.00	\$ 16,000.00	\$ 96,000.00

20.0%

Indirect As A Percent of Direct

JT-10/12/16

EXHIBIT B-3 - Budget Forms
07/01/2018 through 09/30/2018

Budget Request for: REFUGEE SOCIAL SERVICES GRANT

Budget Period: 7.1.18 - 9.30.18

	Total Program Cost		Contractor Share / Match		Funded by DHS contract share	
	Direct Disbursement	Indirect Fixed	Direct Disbursement	Indirect Fixed	Direct Disbursement	Indirect Fixed
1. Total Salary/Wages	\$ 12,052.81	\$ -	\$ -	\$ -	\$ 12,052.81	\$ -
2. Employee Benefits	\$ 2,772.20	\$ -	\$ -	\$ -	\$ 2,772.20	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -
6. Travel	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -
7. Occupancy	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Auto	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT:	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
TOTAL	\$ 20,000.00	\$ 4,000.00	\$ -	\$ -	\$ 20,000.00	\$ 4,000.00
Indirect As A Percent of Direct	20.0%					

JT-10/12/16



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

1850 Elm Street, Suite 6, Manchester, NH 03104

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

10/12/16
Date

Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

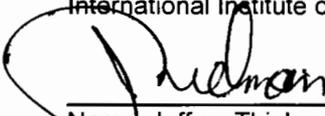
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

10/12/16
Date

Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

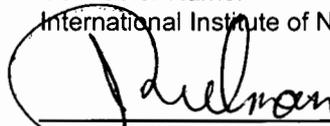
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

10/12/16
Date

Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer



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

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

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

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

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

Exhibit G

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

Contractor Initials

JT

Date

JT-10/12/16



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

10/12/16
Date

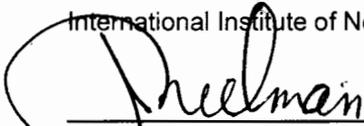
Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer

Exhibit G

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

Contractor Initials

JT

Date

10/12/16



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.

10/12/16
Date

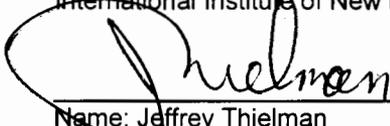
Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer



Exhibit I

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

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

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

JT

10/12/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

JS

10/12/16



Exhibit I

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

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

NH Health + Human Services
Office of Minority Health + Reform
 The State

International Institute of New England, Inc.
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

[Signature]
 Signature of Authorized Representative

TRINIDAD TELLEZ, MD
 Name of Authorized Representative

Jeffrey Thielman
 Name of Authorized Representative

TRINIDAD TELLEZ, MD
 Title of Authorized Representative

President and Chief Executive Officer
 Title of Authorized Representative

DIRECTOR 10/18/16
 Date

10/12/16
 Date



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

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

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

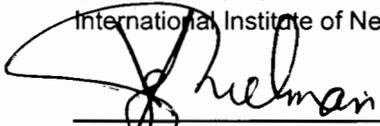
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

10/12/16
Date

Contractor Name:
International Institute of New England, Inc.

Name: Jeffrey Thielman
Title: President and Chief Executive Officer



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: 094845997
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

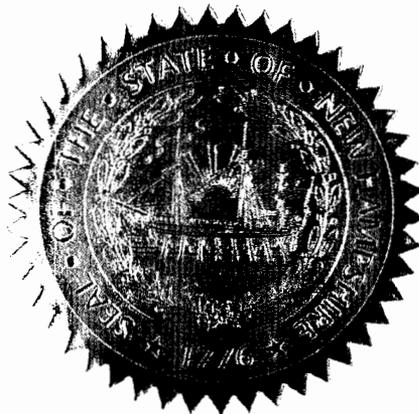
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that International Institute of New England, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on February 12, 2016. I further certify that it is in good standing as far as this office is concerned, having 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 31st day of May, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of International Institute of New England, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 1, 2015:
(Date)

RESOLVED: That the President and Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 12th day of October, 2016.
(Date Contract Signed)

4. Jeffrey Thielman is the duly elected President and Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)
Shayne Kinsella
Assistant Secretary

STATE OF MA
County of Suffolk

The forgoing instrument was acknowledged before me this 12th day of Oct., 2016,

By Shayne Kinsella
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12.28.18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2016

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 372305191	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C, No): 1-888-467-2378	
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058
INSURED International Institute of New England, Inc. 2 Boylston Street 3rd Floor Boston, MA 02116		

COVERAGES **CERTIFICATE NUMBER:** W1671647 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1487336	05/05/2016	05/05/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1487336	05/05/2016	05/05/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB538557	05/05/2016	05/05/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

CERTIFICATE HOLDER NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



**International
Institute of
New England**

10/12/2016

RE: Mission Statement of the International Institute of New England

The mission of the International Institute of New England is to invest in the future of our cities and towns by preparing refugees and immigrants for participation in the social, economic, and political richness of American life through active citizenship.

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

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2015 AND 2014**

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

Contents
September 30, 2015 and 2014

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Westborough, MA 01581
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Independent Auditor's Report

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

Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of International Institute of Boston, Inc. d/b/a International Institute of New England (a Massachusetts nonprofit corporation) and Affiliate, which comprise the combined statements of financial position as of September 30, 2015 and 2014, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

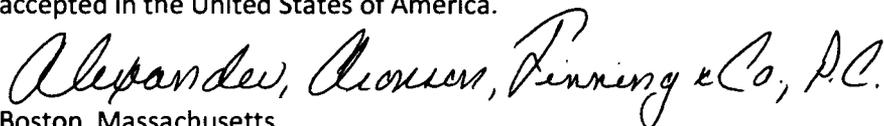
Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance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

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

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

Opinion

In our opinion, the 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 Affiliate as of September 30, 2015 and 2014, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.


Boston, Massachusetts
February 22, 2016

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

Combined Statements of Financial Position
September 30, 2015 and 2014

Assets	2015	2014
Current Assets:		
Cash - operating	\$ 321,480	\$ 747,530
Cash - escrow	500,000	-
Current portion of investments	1,260,000	-
Grants, contracts and other receivables	456,169	399,816
Prepaid expenses and other	33,286	25,552
Total current assets	2,570,935	1,172,898
Investments, net of current portion	8,782,486	-
Property and Equipment, net	55,008	6,048,536
Financing Costs, net	-	188,885
Total assets	\$ 11,408,429	\$ 7,410,319
Liabilities and Net Assets		
Current Liabilities:		
Current portion of long-term debt	\$ -	\$ 125,626
Accounts payable	46,850	258,837
Accrued expenses	218,913	238,733
Accrued income taxes	1,262,683	-
Deferred revenue	9,439	20,321
Total current liabilities	1,537,885	643,517
Long-Term Debt, net of current portion	-	6,405,692
Total liabilities	1,537,885	7,049,209
Net Assets:		
Unrestricted:		
Operating	9,689,240	425,708
Property and equipment	55,008	(293,897)
Total unrestricted	9,744,248	131,811
Temporarily restricted	126,296	229,299
Total net assets	9,870,544	361,110
Total liabilities and net assets	\$ 11,408,429	\$ 7,410,319

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 AFFILIATE**

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2015 and 2014

	2015		2014	
	Unrestricted	Temporarily Restricted	Unrestricted	Temporarily Restricted
Revenues:				
Contract service revenue	\$ 4,071,098	\$ -	\$ 4,015,215	\$ -
Donated goods and services	577,429	-	541,622	-
Rental income	433,536	-	744,072	-
Grants and contributions	44,793	365,776	56,075	391,936
Special events	193,891	-	79,133	-
United Way allocation	116,820	-	107,305	-
Miscellaneous revenue	1,698	-	5,865	-
Net assets released from program restrictions	468,779	(468,779)	419,053	(419,053)
Total revenues	<u>5,908,044</u>	<u>(103,003)</u>	<u>5,968,340</u>	<u>(27,117)</u>
Expenses:				
Program services	4,411,729	-	4,392,806	-
General and administrative	891,753	-	392,245	-
Fundraising	216,240	-	192,068	-
Facilities	707,067	-	1,068,485	-
Total expenses	<u>6,226,789</u>	<u>-</u>	<u>6,045,604</u>	<u>-</u>
Changes in net assets from operations	<u>(318,745)</u>	<u>(103,003)</u>	<u>(77,264)</u>	<u>(27,117)</u>
Non-Operating Revenue (Expenses):				
Gain on sale of building, net of related income taxes of \$1,231,525	10,650,189	-	-	-
Amortization of financing fees	(184,549)	-	-	-
Net investment loss	(534,458)	-	-	-
Capital grant	-	-	162,876	-
Total non-operating revenue (expenses)	<u>9,931,182</u>	<u>-</u>	<u>162,876</u>	<u>-</u>
Changes in net assets	9,612,437	(103,003)	85,612	(27,117)
Net Assets:				
Beginning of year	<u>131,811</u>	<u>229,299</u>	<u>46,199</u>	<u>256,416</u>
End of year	<u>\$ 9,744,248</u>	<u>\$ 126,296</u>	<u>\$ 131,811</u>	<u>\$ 229,299</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 AFFILIATE

Combined Statements of Cash Flows
For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 9,509,434	\$ 58,495
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Unrealized loss on investments	562,082	-
Gain on sale of assets	(11,881,714)	-
Depreciation and amortization	341,859	212,673
Capital grant	-	(162,876)
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(56,353)	89,454
Prepaid expenses and other	(7,734)	(9,756)
Accounts payable	(211,987)	106,967
Accrued expenses	(19,820)	(147,644)
Accrued income taxes	1,262,683	-
Deferred revenue	(10,882)	(7,630)
	<u>(512,432)</u>	<u>139,683</u>
Net cash provided by (used in) operating activities		
Cash Flows from Investing Activities:		
Investment purchases	(10,604,568)	-
Proceeds from sale of building	17,766,479	-
Deposit to cash - escrow	(500,000)	-
Acquisition of property and equipment	(44,211)	(5,374)
	<u>6,617,700</u>	<u>(5,374)</u>
Net cash provided by (used in) investing activities		
Cash Flows from Financing Activities:		
Principal payments on long-term debt	(6,531,318)	(120,907)
	<u>(426,050)</u>	<u>13,402</u>
Net Change in Cash		
Cash:		
Beginning of year	<u>747,530</u>	<u>734,128</u>
End of year	<u>\$ 321,480</u>	<u>\$ 747,530</u>
Supplemental Disclosure of Cash Flow Information:		
Cash paid for interest	<u>\$ 174,524</u>	<u>\$ 281,153</u>
Cash paid for unrelated business income taxes	<u>\$ 96,225</u>	<u>\$ 86,409</u>
Supplemental Disclosure of Non-Cash Investing Transaction:		
Donated property and equipment	<u>\$ -</u>	<u>\$ (162,876)</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 AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2015
(With Summarized Comparative Totals for the Year Ended September 30, 2014)

	2015				2014	
	Program Services	General and Administrative	Fundraising	Facilities	Total	Total
Personnel and Related:						
Salaries	\$ 1,825,111	\$ 559,779	\$ 68,169	\$ 94,525	\$ 2,547,584	\$ 2,284,191
Donated services	533,695	-	-	-	533,695	507,483
Payroll taxes and fringe benefits	288,664	88,557	10,784	14,954	402,959	377,624
Purchased and contracted services	111,070	60,541	61,716	6,500	239,827	192,616
Recruitment	740	71,927	110	-	72,777	3,848
Total personnel and related	<u>2,759,280</u>	<u>780,804</u>	<u>140,779</u>	<u>115,979</u>	<u>3,796,842</u>	<u>3,365,762</u>
Occupancy:						
Rent and utilities	210,640	-	-	54,607	265,247	216,242
Mortgage interest	-	-	-	174,524	174,524	281,153
Depreciation	-	-	-	146,132	146,132	195,873
Real estate taxes	-	-	-	85,711	85,711	156,718
Repairs and maintenance	325	-	-	54,350	54,675	44,822
Equipment rental	12,663	-	-	740	13,403	8,065
Total occupancy	<u>223,628</u>	<u>-</u>	<u>-</u>	<u>516,064</u>	<u>739,692</u>	<u>902,873</u>
Other:						
Client assistance	1,209,710	-	-	-	1,209,710	1,341,206
Supplies and materials	69,086	8,237	358	283	77,964	78,829
Professional fees	548	51,780	1,115	10,020	63,463	60,592
Insurance	8,171	30,312	500	22,201	61,184	71,627
Special events	-	-	59,066	-	59,066	15,216
Travel, meetings and conferences	49,463	7,394	323	-	57,180	44,526
Donated goods	43,734	-	-	-	43,734	34,139
Income taxes	-	-	-	38,184	38,184	40,629
Telephone	33,805	169	-	-	33,974	39,048
Miscellaneous	2,846	5,027	10,065	-	17,938	10,162
Dues and subscriptions	9,403	645	3,025	-	13,073	13,162
Depreciation and amortization	988	5,854	-	4,336	11,178	16,800
Postage	1,067	1,531	1,009	-	3,607	4,162
Printing	-	-	-	-	-	6,871
Total other	<u>1,428,821</u>	<u>110,949</u>	<u>75,461</u>	<u>75,024</u>	<u>1,690,255</u>	<u>1,776,969</u>
Total expenses	<u>\$ 4,411,729</u>	<u>\$ 891,753</u>	<u>\$ 216,240</u>	<u>\$ 707,067</u>	<u>\$ 6,226,789</u>	<u>\$ 6,045,604</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 AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2014

	Program Services	General and Adminis- trative	Fundraising	Facilities	Total
Personnel and Related:					
Salaries	\$ 1,758,456	\$ 263,543	\$ 94,932	\$ 167,260	\$ 2,284,191
Donated services	507,483	-	-	-	507,483
Payroll taxes and fringe benefits	291,016	43,564	15,397	27,647	377,624
Purchased and contracted services	128,486	1,988	62,101	41	192,616
Recruitment	3,608	240	-	-	3,848
	<u>2,689,049</u>	<u>309,335</u>	<u>172,430</u>	<u>194,948</u>	<u>3,365,762</u>
Total personnel and related					
	<u>2,689,049</u>	<u>309,335</u>	<u>172,430</u>	<u>194,948</u>	<u>3,365,762</u>
Occupancy:					
Rent and utilities	96,713	-	-	119,529	216,242
Mortgage interest	-	-	-	281,153	281,153
Depreciation	-	-	-	195,873	195,873
Real estate taxes	-	-	-	156,718	156,718
Repairs and maintenance	4,551	-	-	40,271	44,822
Equipment rental	7,177	-	-	888	8,065
	<u>108,441</u>	<u>-</u>	<u>-</u>	<u>794,432</u>	<u>902,873</u>
Total occupancy					
	<u>108,441</u>	<u>-</u>	<u>-</u>	<u>794,432</u>	<u>902,873</u>
Other:					
Client assistance	1,341,206	-	-	-	1,341,206
Supplies and materials	75,666	2,606	557	-	78,829
Professional fees	28,640	31,792	160	-	60,592
Insurance	7,014	32,403	-	32,210	71,627
Special events	-	-	15,216	-	15,216
Travel, meetings and conferences	44,084	442	-	-	44,526
Donated goods	34,139	-	-	-	34,139
Income taxes	-	-	-	40,629	40,629
Telephone	39,048	-	-	-	39,048
Miscellaneous	3,189	3,708	3,265	-	10,162
Dues and subscriptions	12,182	480	-	500	13,162
Depreciation and amortization	-	11,034	-	5,766	16,800
Postage	3,277	445	440	-	4,162
Printing	6,871	-	-	-	6,871
	<u>1,595,316</u>	<u>82,910</u>	<u>19,638</u>	<u>79,105</u>	<u>1,776,969</u>
Total other					
	<u>1,595,316</u>	<u>82,910</u>	<u>19,638</u>	<u>79,105</u>	<u>1,776,969</u>
Total expenses					
	<u>\$ 4,392,806</u>	<u>\$ 392,245</u>	<u>\$ 192,068</u>	<u>\$ 1,068,485</u>	<u>\$ 6,045,604</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 AFFILIATE**

Notes to Combined Financial Statements
September 30, 2015 and 2014

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES

OPERATIONS AND NONPROFIT STATUS

International Institute of Boston, Inc. d/b/a International Institute of New England (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2015 and 2014, there were approximately 1,900 and 2,050 unduplicated people, respectively, from approximately 65 and 75 countries, respectively, 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.

Community Lending Corporation (CLC) was a community-based nonprofit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute was the sole member of CLC. The Institute and CLC shared three common Board members and their President. CLC had limited activity for the years ended September 30, 2015 and 2014. Subsequent to fiscal year 2015, CLC was dissolved and its remaining assets and liabilities were transferred to the Institute.

The Institute 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 and CLC are also exempt from state income taxes. Contributions made to the Institute and CLC are deductible by donors within the requirements of the IRC. Certain rental income of the Institute is subject to Federal and state income taxes under Unrelated Business Taxable Income (UBTI) regulations.

SIGNIFICANT ACCOUNTING POLICIES

The Institute and CLC (collectively, the Organization) prepare their combined financial statements in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Principles of Combination

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

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.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment and Depreciation

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment are depreciated using the straight-line method over the following estimated useful lives:

	<u>Estimated Useful Life</u>	<u>2015</u>	<u>2014</u>
Furniture and equipment	3 - 10 years	\$ 403,688	\$ 359,470
Vehicles	5 years	35,064	35,064
Land	N/A	-	2,551,000
Building and improvements	20 and 40 years	-	<u>6,174,452</u>
		<u>438,752</u>	<u>9,119,986</u>
Less - accumulated depreciation		<u>383,744</u>	<u>3,071,450</u>
Net property and equipment		<u>\$ 55,008</u>	<u>\$ 6,048,536</u>

In May 2015, the Institute sold its building resulting in a gain of \$10,650,189, net of related income taxes.

Depreciation expense was \$152,974 and \$205,886 for the years ended September 30, 2015 and 2014, respectively.

Financing Costs

Prior to May 2015, the Institute was amortizing \$203,589 of financing costs associated with certain long-term debt (see Note 2). In May 2015, the Institute sold its building (see above) and paid off its remaining debt. These costs were being amortized using the straight-line method over the term of the related debt and became fully amortized in May 2015 upon repayment of the debt. Amortization expense was \$188,885 and \$6,787 for the years ended September 30, 2015 and 2014, respectively. Accumulated amortization was \$14,704 as of September 30, 2014.

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, 2015 and 2014.

Cash

Cash for the purpose of the accompanying combined statements of cash flows does not include cash held in the investment portfolio or in escrow.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements

The Organization follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Organization. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available. The three-tier hierarchy of inputs is as follows:

Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3 - Inputs that are unobservable and which require significant judgment or estimation.

An 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.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Organization and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year.

All of the investments as of September 30, 2015, are valued using Level 1 inputs.

All Other Assets and Liabilities

The carrying value of all other qualifying assets and liabilities, including notes and bonds payable, does not differ materially from its estimated fair value and are considered Level 1 in the fair value hierarchy.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

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.

Donor restricted grants and contributions are recorded as temporarily restricted revenue when received or unconditionally pledged. 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.

Special event revenue is recorded at the time of the event; however, contributions unconditionally pledged in support of the special event are recorded as special event revenue at the time of the pledge. All other income is recorded as earned.

Expense Allocations

Program expenses contain 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 the volunteers, agencies or management. Donated goods include food and clothing; donated services include legal, teaching, and consulting work. Donated items received were as follows:

	<u>2015</u>	<u>2014</u>
Donated services	\$ 533,695	\$ 507,483
Donated goods	<u>43,734</u>	<u>34,139</u>
	<u>\$ 577,429</u>	<u>\$ 541,622</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 Organization 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.

Capital Grant

During fiscal year 2014, the Institute received donated building improvements of \$162,876 as valued by the donor. This amount is reflected as capital grant and property and equipment in the accompanying 2014 combined financial statements.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events

Subsequent events have been evaluated through February 22, 2016, which is the date the combined financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the combined financial statements.

Deferred Revenue

Deferred revenue consists of contract advances. These amounts will be recognized as revenue as the services are provided and costs are incurred.

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the combined financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the combined financial statements at September 30, 2015 or 2014. The Organization's tax returns are subject to examination by the Federal and state jurisdictions and generally remain open for the most recent three years.

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 Organization. The Organization has grouped its unrestricted net assets into the following categories:

Operating - represents funds available to carry on the operations of the Organization.

Property and equipment - reflect and account for the activities relating to the Organization's property and equipment, net of related debt.

Temporarily Restricted Net Assets:

The Organization receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are either expended for their designated purposes or as the time restrictions lapse. Temporarily restricted net assets as of September 30, 2015 and 2014, are purpose restricted.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

2. LONG-TERM DEBT

Long-term debt consisted of the following as of September 30, 2014:

4.75% note payable to a bank, due in monthly principal and interest installments of \$23,641. The balance on this note was paid off in May 2015, upon the Institute's sale of its building (see page 8).	\$ 4,343,073
3.12% Series 2012 revenue bond payable to Massachusetts Development Finance Agency (MDFA), due in monthly installments of \$9,864. The balance on this bond was paid off in May 2015, upon the Institute's sale of its building (see page 8).	<u>2,188,245</u>
	6,531,318
Less - current portion	<u>125,626</u>
	<u>\$ 6,405,692</u>

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. Employee contributions are vested immediately into the plan upon eligibility. The Institute did not make any contributions to the plan during the years ended September 30, 2015 and 2014.

4. TENANT LEASES

Prior to May 19, 2015, the Institute leased its facility to various nonprofit and commercial tenants. The lease terms were from one to five years and provided for periodic escalation charges and contingent rent based on a percentage of excess gross revenues (as defined in respective agreements). The Institute did not receive contingent rent for the years ended September 30, 2015 and 2014. On May 19, 2015, the Institute sold its building and assigned the leases to new owners (see page 8).

5. INVESTMENTS

Investments consist of the following at September 30, 2015:

Cash	\$ 3,643,575
Mutual funds	<u>6,398,911</u>
Total	<u>\$ 10,042,486</u>

Net investment loss for the year ended September 30, 2015, consists of:

Interest and dividends	\$ 27,624
Unrealized loss on investments	<u>(562,082)</u>
Net investment loss	<u>\$ (534,458)</u>

Investments are classified in accompanying combined statements of financial position based on their intended use. The investments are not insured and are subject to market fluctuation.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

6. CONCENTRATIONS

The Organization maintains its cash balances with several banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Organization has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Organization has not experienced any losses in such accounts.

Funding agencies and donors exceeding 10% of the Organization's operating revenue or accounts and grant receivable as of and for the years ended September 30, 2015 and 2014, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Accounts and Grants Receivable %</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
U.S. Committee for Refugees and Immigrants	31%	34%	23%	46%
Commonwealth of Massachusetts	15%	14%	23%	39%

7. FUNDING

The Organization received approximately \$3,170,000 and \$3,298,000 of its funding from government agencies for the years ended September 30, 2015 and 2014, respectively, all of which is subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2015 and 2014, or on the changes in its net assets for the years then ended.

8. LEASE AGREEMENTS

The Institute leases program space under various operating leases and tenant-at-will agreements. These leases expire at various dates through September 2018. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

In May 2015, the Institute sold its building (see page 8). As part of the sale agreement, the Institute entered into a one-year leaseback agreement with the new owner for certain space in the building. Monthly lease payments under the agreement are \$23,544. The new owner has the sole option to extend the lease under a tenant-at-will agreement. The Institute is responsible for certain operating costs as defined in the agreement. Rent paid for the year ended September 30, 2015, was \$94,176, which is included in rent and utilities in the accompanying combined statements of functional expenses.

As part of the leaseback agreement, the Institute was required to deposit \$500,000 in a rent holdback escrow account. This escrow deposit is expected to be refundable to the Institute, should the Institute vacate this space by May 2016. The Institute expects to vacate the space by May 2016, and therefore, the escrow amount is reflected as a current asset in the accompanying combined statements of financial position.

Rent expense under all leases was approximately \$185,000 and \$97,000 for the years ended September 30, 2015 and 2014, respectively.

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

Notes to Combined Financial Statements
September 30, 2015 and 2014

8. LEASE AGREEMENTS (Continued)

Remaining future minimum lease payments under the lease agreements are as follows for the years ended September 30:

2016	\$ 278,252
2017	\$ 50,430
2018	\$ 51,690

9. RELATED PARTY TRANSACTIONS

The President and Chief Executive Officer (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.

The Chief Financial Officer (CFO) of the Institute is also the Treasurer of the Organization. Compensation and employee benefits for services provided as the CFO are also determined by the independent members of the Board of Directors.

10. RECLASSIFICATION

Certain amounts in the fiscal year 2014 combined financial statements have been reclassified to conform to the fiscal year 2015 presentation.



BOARD OF DIRECTORS

Christine Brennan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Rushna Tejani Heneghan, Director
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Boston, MA 02116
(617) 695-9990

Zoltan Csimma, Board Vice-Chair
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Boston, MA 02116
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Julie Hogan, Director
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Jean Franchi, Director
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William Krause, Director
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Georges Gemayel, Director
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Rita McDonough, Treasurer (non-voting)
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William Gillett, Board Chairperson
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Frederick Millham, Director
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Monica Grewal, Director
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Beth Murphy, Director
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Taeiss Haghighat, Director
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Boston, MA 02116
(617) 695-9990

Deborah Shufrin, Director
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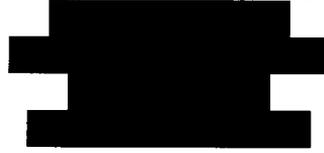
**International
Institute of
New England**

David Sullivan, Director
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

Michael Wyzga, Director
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Boston, MA 02116
(617) 695-9990

Jeffrey Thielman, President and CEO (non-
voting)
2 Boylston Street, 3rd Floor
Boston, MA 02116
(617) 695-9990

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:

Staff and Organizational Management

- Manage and oversee all resettlement services.
- Ensure that all clients receive high quality services in compliance with all contracts.
- Supervise staff members and interns and conduct annual performance evaluations.
- Lead weekly staff and disposition meetings.
- Provide appropriate training, coaching, professional development, and supervision for all staff and interns.
- Review work flow of staff and makes organizational changes as appropriate to maintain quality services to new refugees.

Program Management

- Ensure case files and time sheets are maintained and adhere to all contract requirements in a timely fashion.
- Conduct regular case file reviews.
- Submit quarterly, semi-annual, and annual reports for grants.
- Ensure accountability at all levels of the program.

Financial Management

- Oversee the implementation, management and tracking for all refugee expenditures.
 - With refugee team, track monthly R&P and Matching Grant direct assistance. Track and ensure sufficient cash and in-kind match donations.
 - Conduct monthly financial reconciliation.
- 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.

- Experience with coordinating language interpretation services, in addition to making referrals and appointment related to accessing schools and other social services programs
- Provide support and information on college/university admissions and referral services to prospective minority student applicants to colleges
- Organize and coordinate field trips for newcomer 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

Director

August 21 - Present

Refugee School Impact Program Coordinator

October 2010-August 2013

- 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 – May 2013

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 Schools 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

USCRI Certified MG and R&P 2014

Fluent in French, Fulani, Wolof and some Arabic

Related Experiences

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

- Volunteer at the Strafford County Correctional Jail in Dover 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 and Affiliations

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

2013 Campus Compact University President's Community Partner Award from the University of NH and the NH Southern University-

2015 NH Humanities Council Award for Community Leadership

Leadership New Hampshire Class 2014

Vice Chair of "Withopenminds" an Organization that fosters world-wide peace by honoring cultural diversity.

Member of NH State Steering Committee for Children Behavioral Health Collaborative

Daniel Attorri

Work Experience

International Institute of New England, Manchester, NH February 2014-present
Manager, Refugee Resettlement Services (January 2015-present)

- Oversee all Resettlement and Placement (R&P) program activities and supervise case specialists
- Ensure R&P program is compliant with federal and state contract guidelines
- Perform regular quality assurance checks of client files and case notes
- Complete monthly R&P reports and track monthly caseload reports
- Facilitate weekly all-staff disposition meeting and R&P staff meetings
- Maintain a caseload and perform case management duties as needed

Case Manager (February 2014-December 2014)

- Secure and help furnish affordable housing for newly-arrived refugees, assist with utility accounts
- Refer clients to local providers for health and public services (DHHS, WIC, Food Stamps, Fuel Assistance, etc)
- Prepare documents and attend appointments with clients as needed
- Provide cultural and community orientation, monitor client progress through resettlement period
- Maintain client case notes and files

Workplace Success (Community Action Program/Southern NH Services), Concord, NH Feb. 2013-February 2014
LEP Coordinator and Community Job Specialist/Floater

- Facilitate daily classroom and volunteer activities for limited-English proficient clients (generally refugees)
- Assist clients with creating resumes, cover letters and participation in workplace skills training
- Network with employers in the community to place clients in Work Experience Programs or On-the-Job Training
- Report client and program progress and attendance to NHEP employment counselors
- Serve as a substitute coordinator and community job specialist on a per diem, short-term or long-term basis
- Network with local refugee resettlement and partner agencies

International Institute of New England, Manchester, NH November 2012-February 2013
Case Management Intern

- Assist refugee case managers by searching for apartments, setting up utility accounts and conducting home-visits
- Prepare paperwork for social security and other public service appointments and attend appointments with clients
- Maintain and file records regarding refugee information, perform other administrative duties

Pathways (Lehigh County Conference of Churches), Allentown, PA September 2011-April 2012
Volunteer Intake and Referral Worker/Interpreter

- Work with English and Spanish speaking clients seeking home rental assistance
- Write referrals to partner organizations (shelters, food banks, etc.) and provide donated supplies to clients

Wanakee United Methodist Center, Meredith, NH May 2010-August 2012
Program Director & Assistant Program Director (Seasonal)

- Supervise and manage 20-25 peer staff, volunteer staff, and 40-100 campers (up to 140 total people) per week
- Plan and run staff training, prepare volunteer background checks and run volunteer training
- Prepare emergency action plans and crisis management
- Schedule and plan all camp events with directors, including staff assignments and off-site trip preparation
-

Education

Muhlenberg College, Bachelor of Arts in International Studies with a Spanish Minor 2008-2012

- Cum Laude, 3.6 GPA, Dean's List for 5 Semesters
 - Tutored Muhlenberg students (including international students) in Spanish and International Studies courses
 - Interpreter training and experience
- Study abroad experience in Seville Spain; attended five immersion program courses in Spanish language, literature, history and culture; English tutor for Spanish children (ages 10 and 12)

Luanda V Simwerayi



Work Experience

Granite State Organizing Project/ Young Organizers United
27 Lowell Street Suite 303 Manchester NH 03104
2012-2014

- Event Organizer
- Youth Facilitator
- Main Event Speaker
- Meeting Coordinator
- Community Leader
- Board Member

Hannafords
East Side Plaza, 859 Hanover St, Manchester NH 03104
June 2014- May 2015

- Customer Service
- Deli

Easter Seals
555 Auburn St, Manchester, NH 03103
July 2015- Present

- Direct Associate
 - Work with adult who have disabilities
 - Bring them to doctor appointments, take them grocery shopping, and shopping
 - Help them with daily living

Compass Innovative Behavior Strategies
39 S River Rd. Suite #1 Bedford, Nh 03110
November 2015-Present

- Registered Behavior Technician
 - * Works with children with Autism

Education

Manchester Central High School
2014

High School Diploma June,

Manchester Community College
Present

Skills

- Great with people
- Responsible
- Smart worker
- Team leader
- Independant
- Visionary

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: International Institute of New England, Inc.

Name of Contract: REFUGEE SOCIAL SERVICES GRANT

BUDGET PERIOD: SFY 17 (10/1/16 - 6/30/17)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amadou Hamady	Site Director	\$49,612	28.00%	\$13,891.50
Daniel Attorri	Manager	\$37,500	36.75%	\$13,780.52
Luanda Simwerayi	Case Specialist	\$24,960	34.00%	\$8,486.40
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$36,158.42

BUDGET PERIOD: SFY 18 (7/1/17 - 6/30/18)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amadou Hamady	Site Director	\$66,150	28.00%	\$18,521.99
Daniel Attorri	Manager	\$50,000	36.75%	\$18,374.03
Luanda Simwerayi	Case Specialist	\$33,280	34.00%	\$11,315.20
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$48,211.22

BUDGET PERIOD: SFY 18 (7/1/17 - 9/30/18)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amadou Hamady	Site Director	\$16,537	28.00%	\$4,630.50
Daniel Attorri	Manager	\$12,500	36.75%	\$4,593.51
Luanda Simwerayi	Case Specialist	\$8,320	34.00%	\$2,828.80
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$12,052.81

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Refugee Social Services Program, RFP#2017-OMHRA-01-Refug

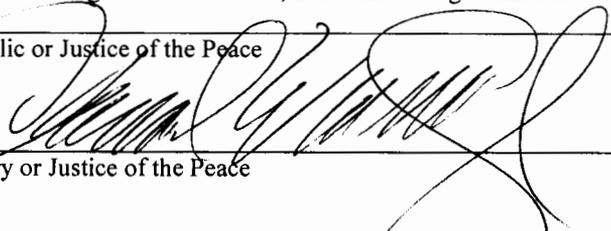
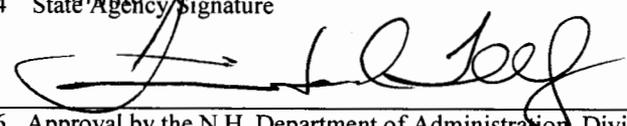
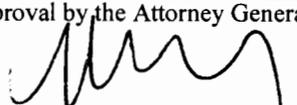
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Organization for Refugee and Immigrant Success		1.4 Contractor Address 434 Lake Avenue, 2 nd Floor Manchester, NH 03103	
1.5 Contractor Phone Number 603.296.0443	1.6 Account Number: 05-095-042-4220010- 79220000-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$48,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603.271.9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mukhtar Idhow, Executive Director	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>10/10/16</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 			
1.13.2 Name and Title of Notary or Justice of the Peace CAROL WASZCZOL NOTARY PUBLIC COMMISSION EXPIRES 11/22/2020			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory TRINIDAD TELLEZ, MD, DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>Megan A. Yule - Attorney</u> <u>10/24/16</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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 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 notice and consent of the State. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the Contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon the receipt of federal funds under the Refugee Social Services Grant. The Social Services Grant is a formula grant under which the State receives quarterly allocations. However, the state makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds allocated quarterly.
- 1.4. Should funding be received for Budget Year 1, continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A and the State's receipt of federal funds.

2. Scope of Services

- 2.1. The central purpose of the Refugee Social Services (RSS) Program is to assist newly arrived refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States.
 - 2.1.1. Services will be provided on a priority basis to refugees residing in the United States fewer than twelve months; those receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program, unemployed refugees, and employed refugees in need of job retention services.
- 2.2. To achieve this goal, for each year of the Contract, the Contractor shall provide employment readiness training and other services that will prepare refugees for work in the American job market. To create more opportunities for refugees' full participation in the workplace, the Contractor shall also develop connections with local employers and job training entities. English language acquisition, transportation training, and other skill development and services that will increase job placements and sustained employment shall also be addressed through the project.
- 2.3. Social Services encompasses Employment Services that remove barriers and promote self-sufficiency and well-being, Case Management Services that assist refugees in their efforts to thrive in the mainstream culture, and English for Speakers



Exhibit A

- of Other Languages (ESOL) that rapidly prepare refugees for entry into the job market and facilitate their integration.
- 2.4. The Contractor shall work collaboratively with key stakeholders throughout the project period.
- 2.5. The Contractor shall provide Employment Services that will facilitate job development, placement, retention and re-employment of an estimated seventy (70) employable refugees each year of the Contract which shall include, but not be limited to:
- 2.5.1. Developing and maintaining relationships with employers;
 - 2.5.2. Conducting American workplace orientation for refugees;
 - 2.5.3. Conducting employment assessment through the use of Contractor-developed assessment instruments;
 - 2.5.4. Provide Vocational ESOL instruction through job readiness training;
 - 2.5.5. Conducting refugee orientations for, a minimum of, six (6) new employers for each year of the Contract;
 - 2.5.6. Developing employability plans to reach employable members of refugee households;
 - 2.5.7. Assisting refugees in creating and completing resumes;
 - 2.5.8. Assisting each employable refugee, identified in subsection 2.5., with submitting a minimum of three (3) job applications for each year of the Contract;
 - 2.5.9. Scheduling and arranging job interviews for all employable, newly arrived refugees;
 - 2.5.10. Developing employment support;
 - 2.5.11. Working with employers to identify and/or develop on-site internships and employer-based training;
 - 2.5.12. Assisting refugees with job maintenance;
 - 2.5.13. Maintaining employability plans, case notes, and progress reports in client files to be referenced for Trimester Reporting to the Office of Minority Health and Refugee Affairs and for review by the state Refugee Coordinator during annual monitoring and other unscheduled times;
 - 2.5.14. Providing referrals to support services;
 - 2.5.15. Collaborating with existing governmental and private job development agencies;
 - 2.5.16. Providing transportation training to increase employability; and
 - 2.5.17. Providing interpreter services to new arrivals and service providers, as needed.
- 2.6. The Contractor shall provide Case Management Services that will assist an estimated two hundred (200) refugees to succeed in their new communities which shall include, but not be limited to:
- 2.6.1. Assisting in the resolution of housing-related issues through client advocacy;

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10/6/16



Exhibit A

- 2.6.2. Referring clients to health/mental health and other service providers;
- 2.6.3. Referring clients to appropriate ESOL or vocational ESOL programs;
- 2.6.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services;
- 2.6.5. Assisting new arrivals in accessing and enrolling in mainstream public programs;
- 2.6.6. Identifying conveniently located, subsidized day care providers;
- 2.6.7. Assisting new arrivals in meeting transportation needs; and
- 2.6.8. Providing collateral, cultural education to employers, social service providers, health care providers, educators and other interfacing with refugees.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles, and duties under this Contract.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to full-fill the requirements of the positions they hold and the Contractor shall be able to show that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available to Department inspection.

4. Performance Expectations and Measures

- 4.1. The Contractor, as well as any subcontractors, shall, in addition to their own reporting requirements, report to the individual designated by the OMHRA Director and/or the State Refugee Coordinator.
 - 4.1.1. Project Deliverables
 - 4.1.1.1. At regular, in-person meetings with OMHRA, the Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.
 - 4.1.2. Reporting and Evaluation Requirements
 - 4.1.2.1. The Contractor shall submit Trimester Reports as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting as described in 4.1.1. The Contractor shall ensure it obtains the report format from the Department soon after the Contract effective date.
 - 4.1.2.2. The Contractor shall ensure Progress Reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be sent to OMHRA no later than 15 days after the completion of a project period. In these reports the Contractor shall draw attention to any changes in their previously approved work plan or timeline.

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Exhibit A

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 – 1/31/2017	02/15/2017
02/01/2017 – 5/31/2017	06/15/2017
06/01/2017 – 9/30/2017	10/15/2017
10/01/2017 – 1/31/2018	02/15/2018
02/01/2018 – 5/31/2018	06/15/2018
06/01/2018 – 9/30/2018	10/15/2018

[Handwritten Signature]
[Handwritten Date]



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.566, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 1601NHRSOC.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Office of Minority Health and Refugee Affairs
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials
Date 10/6/16

EXHIBIT B-1 - Budget Form
10/01/2016 through 06/30/2017

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

Bidder/Program Name: REFUGEE SOCIAL SERVICES

Budget Request for: ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Budget Period: 1 OCTOBER 2016 - 30 JUNE 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 13,090.91	\$ 1,309.09	\$ 14,400.00	\$ -	\$ -	\$ -	\$ 13,090.91	\$ 1,309.09	\$ 14,400.00	
2. Employee Benefits	\$ 3,272.73	\$ 327.27	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,272.73	\$ 327.27	\$ 3,600.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 16,363.64	\$ 1,636.36	\$ 18,000.00	\$ -	\$ -	\$ -	\$ 16,363.64	\$ 1,636.36	\$ 18,000.00	
Indirect As A Percent of Direct		10.0%								

EX-HIBI B-2 - Budget Form
07/01/2017 through 06/30/2018

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

Bidder/Program Name: REFUGEE SOCIAL SERVICES

Budget Request for: ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Budget Period: 1 JULY 2017 - 30 JUNE 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 17,454.55	\$ 1,745.45	\$ 19,200.00	\$ -	\$ -	\$ -	\$ 17,454.55	\$ 1,745.45	\$ 19,200.00
2. Employee Benefits	\$ 4,363.64	\$ 436.36	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,363.64	\$ 436.36	\$ 4,800.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 21,818.19	\$ 2,181.81	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 21,818.19	\$ 2,181.81	\$ 24,000.00
Indirect As A Percent of Direct		10.0%							

10/6/16 *AKM*

EXHIBIT B-3 - Budget Form
07/01/2018 through 09/30/2018

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

Bidder/Program Name: REFUGEE SOCIAL SERVICES

Budget Request for: ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Budget Period: 1 JULY 2018 - 30 SEPTEMBER 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 4,363.64	\$ 436.36	\$ -	\$ -	\$ 4,363.64	\$ 436.36	\$ 4,800.00
2. Employee Benefits	\$ 1,090.91	\$ 109.09	\$ -	\$ -	\$ 1,090.91	\$ 109.09	\$ 1,200.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5,454.55	\$ 545.45	\$ -	\$ -	\$ 5,454.55	\$ 545.45	\$ 6,000.00
Indirect As A Percent of Direct		10.0%					

10/6/16
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SPECIAL PROVISIONS

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

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

[Handwritten Signature]
Date 10/6/16



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

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

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

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

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

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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10/6/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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10/16/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

10/6/16
Date

Mukhta Ishaq
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/6/16
Date

Mukhta Ishaq
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/6/16
Date

Meketa Alon
Name:
Title:

Contractor Initials MA
Date 10/6/16



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

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

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

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

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

Exhibit G

Contractor Initials

Mh

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

Date

10/6/10

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

6/6/16
Date

Contractor Name:

[Signature]
Name:
Title:

Exhibit G

Contractor Initials EL

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/6/16
Date

[Signature]
Name:
Title:

Contractor Initials [Signature]
Date 10/6/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]
Date *10/6/16*



Exhibit I

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

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

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

ML
1/16/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

[Handwritten Signature]
[Handwritten Date: 10/6/10]



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH Health + Human Services
 Office of Minority Health + Refugee Affairs
 The State

[Signature]
 Signature of Authorized Representative

TRENIDAD TELUEZ MD
 Name of Authorized Representative

DIRECTOR
 Title of Authorized Representative

10/18/16
 Date

[Signature]
 Name of the Contractor

[Signature]
 Signature of Authorized Representative

[Signature]
 Name of Authorized Representative

Executive Director
 Title of Authorized Representative

10/16/16
 Date

Contractor Initials *[Signature]*
 Date 10/16/16



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

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

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

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

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

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

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

Contractor Name:



Date



Name:
Title:

Contractor Initials 
Date 



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: 829 313 7600
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

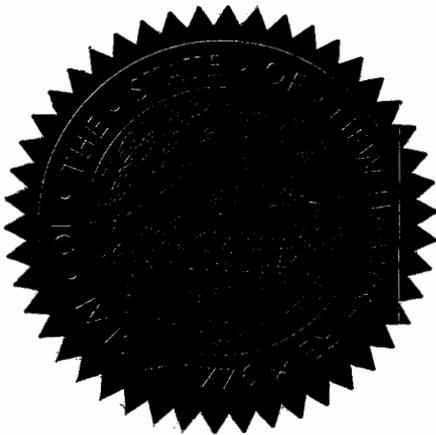
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Organization for Refugee and Immigrant Success is a New Hampshire nonprofit corporation formed January 30, 2006. 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 15th day of September A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Organisation For Refugee and Immigrant Success
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 10/5/16:
(Date)

RESOLVED: That the executive director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6 day of 10, 2016
(Date Contract Signed)

4. Mukhta Chow is the duly elected executive director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NH

County of HILLSBOROUGH

The forgoing instrument was acknowledged before me this 6 day of 10, 2016.

By CRISPIN L MILELE
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3.9.2021





Special Board Meeting session

In attendance: Abukar Masudi, , Abdirahman Yusuf ,Ahmedweli Abdurrahman and Crispin Milele

Not in attendance: Souleymane Morri

Staff & Contractors: Mukhtar Idhow

Special meeting of the board of the Directors was called in to session on Wednesday October 5th 2016 for the purposes of authorizing the Executive Director of the organization for Refugee and Immigrant Success to sign contracts on behalf of the organization.

A resolution was adopted that Mr. Idhow is the true Authorized agency personnel to sign contract.

With no further due, The meeting was adjourned

Sincerely yours

ORIS Board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/3/2016

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Barbara Souza, ACSR, AAI	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: bsouza@crossagency.com	
INSURED Organization for Refugee & Immigrant Success 434 Lake Avenue, 2nd Floor Manchester NH 03103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Ins Co	
	INSURER B: Liberty Mutual Group NH WC Residual	
	INSURER C: Great American Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:16-17 All Lines** 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		PHPK1488385	4/23/2016	4/23/2017	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						Professional Liability \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB538812	4/23/2016	4/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC5318390628016 (3a.) NH Officers included	5/8/2016	5/8/2017	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	Directors & Officers Liability			EPP4032532	2/7/2016	2/7/2017	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New Hampshire Department of Health & Human Services is named as additional insured as respects to the general liability as required by written contract.

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER New Hampshire Department of Health & Human Services 27 Pleasant Street Thayer Building 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 B Souza, ACSR, AAI/BN <i>Barbara A Souza</i>

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Mission Statement

The Organization for Refugee and Immigrant Success (ORIS) is an ethnic community-based organization. Our mission is to aid in the resettlement of refugee and immigrant groups in the state of New Hampshire by providing assistance, training, resources, and opportunities that promote self-sufficiency. Over the past five years, ORIS has developed the resources and capabilities to foster the self-sufficiency and integration of new Americans, including the development of an experienced, multinational, and multilingual staff and consultant team.

**ORGANIZATION FOR REFUGEE
AND IMMIGTANT SUCCESS**

Financial Statements
December 31, 2015 and 2014

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Financial Position

December 31, December 31, 2015 (Unaudited) and 2014 (Audited)

ASSETS

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2015</i>	<i>Total 2014</i>
<u>Current Assets</u>					
Cash	\$ 5,075	\$ 20,991	\$ -	\$ 26,066	\$ 32,195
Accounts Receivable	-	-	-	-	-
Prepaid Expenses	1,921	-	-	1,921	3,741
Deposits	500	-	-	500	500
Total Current Assets	<u>7,497</u>	<u>20,991</u>	<u>-</u>	<u>28,488</u>	<u>36,437</u>
<u>Fixed Assets</u>					
Equipment and Vehicles	73,107	-	-	73,107	68,999
Accumulated Depreciation	(30,334)	-	-	(30,334)	(18,393)
Total Fixed Assets	<u>42,773</u>	<u>-</u>	<u>-</u>	<u>42,773</u>	<u>50,606</u>
 TOTAL ASSETS	 <u>\$ 50,269</u>	 <u>\$ 20,991</u>	 <u>\$ -</u>	 <u>\$ 71,260</u>	 <u>\$ 87,043</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 7,382	\$ -	\$ -	\$ 7,382	\$ 0
Accrued Expenses	4,598	-	-	4,598	19,274
Total Current Liabilities	<u>11,980</u>	<u>-</u>	<u>-</u>	<u>11,980</u>	<u>19,274</u>
<u>Net Assets</u>					
Net Assets	<u>38,289</u>	<u>20,991</u>	<u>-</u>	<u>59,280</u>	<u>67,769</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 50,269</u>	<u>\$ 20,991</u>	<u>\$ -</u>	<u>\$ 71,260</u>	<u>\$ 87,043</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Activities

For the Year Ended December 31, 2015 (Unaudited) and 2014 (Audited)

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2015</i>	<i>Total 2014</i>
<u>Revenue and Support</u>					
Contributions	\$ 2,191	\$ -	\$ -	\$ 2,191	\$ 8,175
Foundation Grants	-	146,698	-	146,698	110,926
State Grants	295,339	-	-	295,339	301,511
Program Service Revenue	42,078	-	-	42,078	44,738
Interest Income	12	-	-	12	11
In-kind Donations	2,000	-	-	2,000	2,000
Grants released from restriction	156,987	(156,987)	-	-	-
TOTAL REVENUE AND SUPPORT	498,607	(10,289)	-	488,318	467,361
<u>Expenses</u>					
Program Services					
Refugee Services	164,157	-	-	164,157	168,544
Fresh Start Farms	295,962	-	-	295,962	250,992
Total Program Services	460,119	-	-	460,119	419,536
Supporting Services					
General & Management	29,161	-	-	29,161	31,483
Fund Raising	7,525	-	-	7,525	8,063
Total Supporting Services	36,687	-	-	36,687	39,547
TOTAL EXPENSES	496,806	-	-	496,806	459,082
Increase (Decrease) in Net Assets	1,801	(10,289)	-	(8,488)	8,279
NET ASSETS, BEGINNING OF YEAR	\$ 36,489	\$ 31,280	\$ -	\$ 67,769	\$ 59,490
NET ASSETS, END OF YEAR	\$ 38,289	\$ 20,991	\$ -	\$ 59,280	\$ 67,769

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Functional Expenses

For the Year Ended December 31, 2015 (Unaudited) and 2014 (Audited)

	Refugee Services	Fresh Start Farms	Total Program Services	General & Management	Fundraising Expenses	2015 Total Expenses	2014 Total Expenses
Salaries and Wages	75,054	140,970	216,024	13,081	6,531	235,637	218,742
Payroll Taxes	7,208	8,831	16,039	1,859	928	18,826	23,745
Employee Benefits	8,879	14,399	23,278	-	-	23,278	20,986
Farmers Market	-	15,499	15,499	-	-	15,499	15,545
Education & Staff Development	156	-	156	-	-	156	200
Bookkeeping & Accounting	14,026	5,761	19,787	509	66	20,362	18,974
Professional Consulting	20,147	26,122	46,269	-	-	46,269	51,278
Conferences & Travel	8,723	5,091	13,814	221	-	14,035	15,199
Telephone & Communications	1,116	1,078	2,194	422	-	2,616	2,987
Meeting Costs	6,000	1,645	7,645	-	-	7,645	4,044
Postage	65	177	242	43	-	285	321
Printing & Reproduction	65	3	68	-	-	68	110
Dues & Subscriptions	50	8	58	-	-	58	829
Office Expense	1,850	784	2,634	15	-	2,649	2,093
Advertising & Marketing	44	322	366	-	-	366	1,280
Other Expenses	160	150	309	-	-	309	368
Vehicle Expenses	645	2,964	3,608	-	-	3,608	4,360
Software	200	2,438	2,638	-	-	2,638	-
Farm Expense	607	63,134	63,741	-	-	63,741	45,810
Insurance	10,056	2,153	12,208	1,070	-	13,278	6,769
Maintenance & Cleaning	307	35	342	-	-	342	1,887
Rent	8,800	4,400	13,200	-	-	13,200	13,200
Total Expenses Before Depreciation	164,157	295,962	460,119	17,220	7,525	484,865	448,728
Depreciation Expense	-	-	-	11,941	-	11,941	10,354
TOTALS	164,157	295,962	460,119	29,161	7,525	496,806	459,082

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statement of Cash Flows

December 31, 2015 (Unaudited) and 2014 (Audited)

	<u>2015</u>	<u>2014</u>
Cash Flows From Operating Activities		
Net income (loss)	\$ (8,488)	\$ 8,279
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities		
Depreciation	11,941	10,354
(Increase) decrease in accounts receivable	-	9,418
(Increase) decrease in prepaid assets	1,820	(1,591)
Increase (decrease) in accounts payable	7,382	(5,859)
Increase (decrease) in other accrued liabilities	(14,677)	11,304
Increase (decrease) in deposits	-	-
Total adjustments	<u>6,467</u>	<u>23,627</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ (2,022)</u>	<u>\$ 31,906</u>
Cash Flows From Investing Activities		
Plant & equipment purchases	<u>(4,108)</u>	<u>(11,764)</u>
Net Cash Provided (Used) by Investing Activities	<u>(4,108)</u>	<u>(11,764)</u>
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	(6,129)	20,142
CASH AT BEGINNING OF YEAR	<u>32,195</u>	<u>12,053</u>
CASH AT END OF YEAR	<u>\$ 26,066</u>	<u>\$ 32,195</u>

Noncash operating activities:
See Note 7.

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS

Notes to Financial Statements

December 31, 2015 (Unaudited) and 2014 (Audited)

NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES

The Organization for Refugee and Immigrant Success (ORIS) is a New Hampshire nonprofit charitable corporation. ORIS is organized to aid in the resettlement of refugee and immigrant groups in the State of New Hampshire by providing assistance, training, resources and opportunities that promote self-sufficiency. These objectives are accomplished raising funds and providing government assistance services, employment services, health services, the New American Sustainable Agriculture Project, and conflict resolution and legal services.

Cash and Cash Equivalents

Cash, checking accounts, time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less are deemed to be cash and cash equivalents.

Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires the use of estimates made by the management of the Organization.

Advertising

Advertising costs are charged to operations when incurred.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions.

Donated Goods and Services

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Functional Expense Allocation

The costs of providing various programs and other activities have been summarized in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations have been made by the management of the Organization.

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS

Notes to Financial Statements

December 31, 2015 (Unaudited) and 2014 (Audited)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Equipment

The Organization for Refugee and Immigrant Success follows the policy of capitalizing, at cost, all expenditures for equipment in excess of \$500. Equipment is carried at cost. Provision for depreciation is provided on the straight line basis over five to seven years.

Maintenance and repairs costs are charged to operations when incurred, while additions and improvements which extend the useful life of the assets are capitalized. Upon retirement or sale, the cost of the disposed asset together with related amounts of accumulated depreciation are removed from the books and any resulting gain or loss is credited or charged to income.

Financial Statement Presentation

The Organization has adopted Statements of Financial Accounting Standards (SFAS) No. 116, *Accounting for Contributions Received and Made*, and SFAS No. 117, *Financial Statements of Not-For-Profit Organizations*, and applied these standards on a retroactive basis.

SFAS No. 116 requires that unconditional promises to give (pledges) be recorded as receivables and revenues and requires the Organization to distinguish between contributions received for each net asset category depending on the existence and/or nature of any donor restrictions.

SFAS No. 117 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three asset categories based upon the existence or absence of donor-imposed restrictions. As permitted by this new standard, the Organization has discontinued its use of fund accounting and has, accordingly, reclassified its financial statements to present classes of net assets. The three net asset classes are:

Unrestricted

These include unrestricted resources which represent the portion of expendable funds that is available for support of operations.

Temporarily Restricted

These include gifts for which donor imposed restrictions have not been met.

Permanently Restricted

These include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations.

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2015 (Unaudited) and 2014 (Audited)

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Income Tax Status

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

In June 2006, the Financial Accounting Standards Board issued interpretation No. 48 ("FIN 48), "Accounting for Uncertainty in Income Taxes" which the Organization elected to adopt in the current year. FIN 48 establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on its tax returns for all open tax years (tax years ended December 2013 and 2015) for purposes of implementing FIN 48, and has concluded that no additional provision for income tax is required in the Organization's financial statements.

NOTE 2 - FIXED ASSETS

At December 31, 2015 and 2014 fixed assets consist of the following:

	<u>2015</u>	<u>2014</u>
Vehicles	\$13,200	\$13,200
Furniture	2,607	2,108
Office Equipment, computers	5,883	4,033
Equipment	51,417	49,658
	<u>73,107</u>	<u>68,999</u>
Less: Accumulated Depreciation	(30,334)	(18,393)
Fixed assets, Net	<u>\$42,773</u>	<u>\$50,606</u>

The Organization has depreciation expense of \$11,941 and \$10,354 for the years ended December 31, 2015 and 2014, respectively.

NOTE 3 - LEASE COMMITMENTS

The Organization for Refugee and Immigrant Success leases its office space under a 2 year lease agreement effective April 2, 2013 for \$1,100 per month that expired March 31, 2015 and is currently month to month. The amount included as rent expense for the years ended December 31, 2015 and 2014 is \$13,200 and \$13,200, respectively. The lease commitment for future periods is:

2016 and thereafter	<u>\$ 0</u>
	<u>\$ 0</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2015 (Unaudited) and 2014 (Audited)

NOTE 4 - CONCENTRATIONS

Approximately 23% and 30% of the Organization's support was provided by a single State Grant for the years ended December 31, 2015 and 2014, respectively.

The Organization maintains multiple bank accounts at one bank. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the year ended December 31, 2015. Cash at this institution exceeded Federally insured limits by \$0 at December 31, 2015.

NOTE 5 - ACCOUNTS RECEIVABLE

All amounts are expected to be collected so there is no allowance for uncollectible accounts.

NOTE 6 - DONATED GOODS AND SERVICES

The value of donated goods and services included as contributions in the financial statements and the corresponding program expenses for the years ended December 31, 2015, are as follows:

2015

	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Land Lease	\$2,000	\$0	\$2,000
Direct Program Related Expense	0	0	0
Total	<u>\$2,000</u>	<u>\$0</u>	<u>\$2,000</u>

NOTE 7 - SUPPLEMENTAL CASH INFORMATION

	<u>2015</u>
Noncash operating activities:	
Gifts of goods and services	\$2,000
Interest paid	\$0
Taxes Paid	\$0

NOTE 8 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through March 29, 2016, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended December 31, 2015 and none were found.



Names of the board of Directors

Mr. Mukhtar Idhow
Executive Director, ORIS

[Redacted]

Crispin Millele Board Chair Congolese

[Redacted]

Mr. Abukar Masudi , Somali
ORIS Board, Vice Chair

[Redacted]

Hashun Mohamed Board member,Somali

[Redacted]

Souleyman Morri

[Redacted]

Ahmedweli Ibrahim
Board Member

[Redacted]

Abdirahman Yusuf Somali

[Redacted]

Muktar Idhow

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- Community leader who engages diverse populations in community building, conflict resolution, strategic planning and Organizational Leadership
- Solid track record of managing complex projects from planning to implementation and evaluation.
- Skilled manager and administrator, comfortable in both non-profit and for-profit sectors.

Experience:

Oct 2009 – May 2006

Somali Bantu Community Association of NH

Executive Director

Oversee day-to-day operations of ethnic community based organization with an annual budget of \$350,000. Submit application and reports to maintain 501(c) 3 status.

Program management - Develop programs to further the mission of the organization.

Oversee design, promotion, and delivery of quality programs and services. Monitor progress towards the achievement of the programs' objectives and outcomes.

Oversee financial administration - Recommend yearly budget for board approval.

Maintain records of all fiscal matters pertaining to the Organization and ensure that proper controls are in place. Identify resources and establish strategic to approach to fundraising. Submit proposals and maintain documentation of funding.

- Provide board support – Provide monthly programs updates, advice and inform the board members of program and organizational operations maintain records of the board of directors meetings.
- Community and public relations –Assure the Organization and its mission, programs and services are constantly presented in strong positive images to relevant stakeholders. Represent the Organization at meetings and conferences.
- Liaison and collaborations- Act as a liaison between refugees, service providers, and the Organization. Establish and maintain contacts with officials of city, state, county and federal agencies in regards to refugee issues. Collaborate with agencies in the greater Manchester area to improve services to the refugees. Maintains knowledge of federal, State and Local rules regarding services to refugees.
- Human resources management - Supervise team of staff and consultants. Manage Memorandum of Understanding with fiscal agent/employer Southern New Hampshire Services.
- Established 32 acre incubator farm and related infrastructure in Lisbon, ME
- Developed the Fresh Start Farms collective marketing program, incl. a 150 member CSA
- Expanded program and outreach efforts to refugee farmers in Manchester, NH
- Advocated on behalf of socially disadvantaged farmers during 2008 farm bill debate
- Transitioned NASAP program, resources, and staff from CEI to Cultivating Community

May 2006 – Present

Organization for refugee and Immigrant Success

Executive Director

Oversee day-to-day operations of ethnic community based organization with an annual budget of \$350,000. Submit application and reports to maintain 501(c) 3 status.

- Program management - Develop programs to further the mission of the organization. Oversee design, promotion, and delivery of quality programs and services. Monitor progress towards the achievement of the programs' objectives and outcomes.
- Oversee financial administration - Recommend yearly budget for board approval. Maintain records of all fiscal matters pertaining to the Organization and ensure that proper controls are in place. Identify resources and establish strategic approach to fundraising. Submit proposals and maintain documentation of funding.
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Human resources management - Supervise team of staff and consultants. Manage Memorandum of Understanding with fiscal agent/employer Southern New Hampshire Services

Feb 2008 – Sept 2009

Coastal Enterprises, Inc. - Portland, ME

Outreach and Training Coordinator, New American Sustainable Agriculture Project

- Conduct outreach to refugee community; enroll clients in agricultural training programs.
- Coordinate with project partners to secure land for incubator farm program.
- Coordinate trainings and workshops on production and marketing of specialty crops.
- Deliver agricultural English language and financial literacy classes.

Sept 2005 – Feb 2008

Manchester Community Health Center - Manchester, NH

Medical Interpreter

- Act as a liaison between service providers and the Somali Bantu community.
- Provide medical interpretation services for Somali clients.
- Assist in scheduling appointments and contacting clients.
- Assist the home visiting nurses and physicians.

Oct 2007 – Feb 2008

Southern New Hampshire Services - Manchester, NH

Interpreter

- Act as a liaison and interpreter between the Somali Clients and DHHS, welfare, city schools, medical providers, and other service providers in the community.

Jan 2005 – Oct 2007

Manchester – Boston regional Airport – Manchester, NH

Customer Service Representative – Southwest Airlines

- Assist travelers in all aspect of customer service support.
- Assist special needs clients with baggage claim, transportation and connecting them with family members.

Sept 2004 – Jan 2005

Mc. Donald's – Manchester – Boston Regional Airport – Manchester, NH

Cashier

- Acted as the first point of contact
- Assisted in all details included in opening and closing the store
- Acted as the night shift Manager and balanced the cash drawers at the end of each night.
- Prepared closing reports for the early shift manager

May -2001- May -2004?

GT2 Non-profit – Kenya

Farming Training Coordinator

- Acted as a team leader and trainer to assisting local members of the refugee camps on basic crop management and farming skills.
- Helped identify individuals appropriate for training.
- Ordered supplies, plants and other materials to assist the farmers.
- Monitored and conducted home visits with participants.
- Assisted in centralization and distribution of plants and harvest to other communities in need.

Education/ Training:

-Opando High School Hagardera Refugee Camp- Kenya 1990-1998- High School Diploma

-Kenya Secondary School North East province Garrisa Kenya- 1999-2001 Completed the Kenya national exam and received Secondary School Certificate.

- Organizational Leadership- Southern New Hampshire University- 2012-2014

Professional Development

- Principal of accounting- September 3rd 2012-november 30th 2012

-Human Resources Management - SNHU- August 1st 2013-September 30th 2013

-Organizational Leadership Training- October 2nd 2013-November 23rd 2013

- Introduction To business Law- December 3rd 2013-January 28th 2013

- Introduction to Marketing February 3rd 2013- March 31st 2013

-Max Impact Institute - Manchester NH

Microsoft Office Application Package - October 2006

-NH Minority Health Coalition - Manchester, NH

-Legal and Medical Interpretation Training - May 2006

- Board of Immigration Appeal- Accreditation Training Catholic Legal Clinic Austin TX- April 2nd 2012- April 20th 2012

Overseas Education with Association of Refugee services professional

Visited East Asia refugee processing center in Malaysia, engaged with national organizations including, IOM, RSC, DHHS, IRC and UNHCR learned about refugees resettlement process overseas.

Language skills:

English

Somali (also known as AF Maha, spoken by majority Somali)

Mai Mai (also known as AF Mai, spoken by the Somali Bantu community)

Kiswahili

Minor Arabic

Volunteer:

2010- Present

Board member of Manchester Community Health Center-

Member of Refugee Task Force Committee

Board member of the National Immigrant Farming Initiative

City of Manchester, Refugee Task Force Committee-2012- Present

Manchester Police Department- Advisory Committee- 2013- Present

Alexis Sebantu

Education:

NHTI September, 2013 to June 2014
Course of study: Case management

Concord High School September, 2009 to June 2012

Course of studies: Participated in the Upward Bound Program for High School Students.

Uvira, Congo January, 1998 to April 2007

Course Of studies: Math, Health Science, Social Studies, Environmental Studies, French, English.

Work Experience:

Manchester, NH

Organization for Refugee and immigrant success

Employment Specialist & Case manager

July,

2014 to Now

- Meet with clients individually to assess their needs and help them in a variety of areas such as employment, healthcare, housing, outreach, family issues, literacy issues, immigration legalization, and referral services. I also go out with clients for doctor's appointments, hospitals, trainings, workshops, job interviews, home visits, community meetings and many other essential functions involved in completing tasks and achieving success.
- Employment services include assisting clients with resume writing, job searches, applications, and interpretation at interviews. In addition, I make referrals to service providers and other non-profit agencies with specialized employment services. In addition, I offer skill-building workshops on topics such as financial literacy.
- Working with fresh start farms in Manchester and Concord assisting them with Interpretations in workshops, farm and marketing.

Work as a cashier and sale associate at Wal-Mart

May,

2011 to June 2014

- Interact with more than hundred Customers in a daily basis.
- I did lots of marketing to sale the merchandise.
- I educated them about the product and make the buy
- Cash out the Customers

Health insurance navigator at BCNH 2015 to 2016

- Conduct public education about the availability of qualified health plans
- Distribute fair, impartial information about enrollment in qualified plans and about the availability of premium tax credits and cost-sharing assistance in the exchange
- Facilitate enrollment in qualified plans
- Refer people who need help resolving a problem with their health plan or with their premium assistance to a consumer assistance or ombudsman program or to another appropriate agency that can help with a grievance or appeal

Volunteer Experiences:

Work with the Congolese Community of Concord, NH March, 2014

- I volunteer to help my community in different areas as an interpreter.
- I work as a volunteer in the FUNNIGHT, Organized by the School District of Concord, NH.
- I helped to interpret our parents in the FUNNIGHT, Serve food to them.

Skills:

- I have Basic Computer skills
- I have done Intermediate training in Excel, Word, and PowerPoint.
- I am fluent in English, French, Swahili, Kinyarwanda, and Kirundi.

I start working with refugee in 2014 as Employment Specialist I prepare refugees for job interviews through regular orientations and trainings on U.S. work ethics and interview skills. It is challenging to train people who never worked back in their home country and do not speak English, but it has been possible thus far. Our program has been successful to employ people with zero English in full-time jobs and make them self-sufficient." I also did management helping those (newly arrived Congolese refugees) on as-needed basis, from interpretation to reading their mails, to transporting them to their appointments, to helping them to navigate and apply for resources available locally.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Organization for Refugee and Immigrant Success

Name of Program/Service: Refugee Social Services Program

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Mukhtar Idhow, Executive Director	\$51,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Refugee Social Services Program, RFP#2017-OMHRA-01-Refug

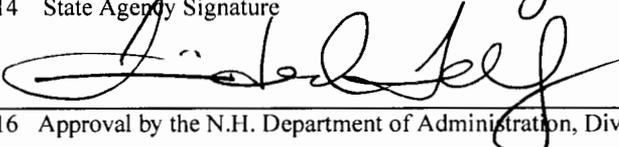
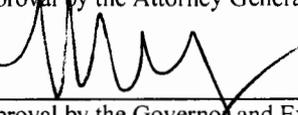
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Bhutanese Community of New Hampshire		1.4 Contractor Address 510 Chestnut Street Manchester, NH 03101	
1.5 Contractor Phone Number 603.935.9620	1.6 Account Number: 05-095-042-4220010- 79220000-500731	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$24,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603.271.9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bhagirath Khatiwada, Director of Programs and Development	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/11/18</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]		LEANNE M. O'BRIEN Notary Public - New Hampshire My Commission Expires November 18, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Leanne O'Brien - Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory TRINIDAD TELLEZ, MD, DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/26/18</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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 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 notice and consent of the State. 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon the receipt of federal funds under the Refugee Social Services Grant. The Social Services Grant is a formula grant under which the State receives quarterly allocations. However, the state makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds allocated quarterly.
- 1.4. Should funding be received for Budget Year 1, continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A and the State's receipt of federal funds.

2. Scope of Services

- 2.1. The central purpose of the Refugee Social Services (RSS) Program is to assist newly arrived refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States.
 - 2.1.1. Services will be provided on a priority basis to refugees residing in the United States fewer than twelve months; those receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program, unemployed refugees, and employed refugees in need of job retention services.
- 2.2. To achieve this goal, for each year of the Contract, the Contractor shall provide employment readiness training and other services that will prepare refugees for work in the American job market. To create more opportunities for refugees' full participation in the workplace, the Contractor shall also develop connections with local employers and job training entities. English language acquisition, transportation training, and other skill development and services that will increase job placements and sustained employment shall also be addressed through the project.
- 2.3. Social Services encompasses Employment Services that remove barriers and promote self-sufficiency and well-being, Case Management Services that assist refugees in their efforts to thrive in the mainstream culture, and English for Speakers of Other Languages (ESOL) that rapidly prepare refugees for entry into the job market and facilitate their integration.



Exhibit A

-
- 2.4. The Contractor shall work collaboratively with key stakeholders throughout the project period.
 - 2.5. The Contractor shall provide Case Management Services that will assist an estimated 150 refugees to succeed in their new communities which shall include, but not be limited to:
 - 2.5.1. Assisting in the preparation and guidance for citizenship application and test;
 - 2.5.2. Referring clients to health/mental health and other service providers;
 - 2.5.3. Referring clients to appropriate ESOL or vocational ESOL programs;
 - 2.5.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services; and
 - 2.5.5. Assisting new arrivals in accessing and enrolling in mainstream public programs.

3. Staffing

- 3.1. The Contractor shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles, and duties under this Contract.
- 3.2. All staff shall have appropriate training, education, experience, and orientation to full-fill the requirements of the positions they hold and the Contractor shall be able to show that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available to Department inspection.

4. Performance Expectations and Measures

- 4.1. The Contractor, as well as any subcontractors, shall, in addition to their own reporting requirements, report to the individual designated by the OMHRA Director and/or the State Refugee Coordinator.
 - 4.1.1. Project Deliverables
 - 4.1.1.1. At regular, in-person meetings with OMHRA, the Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.
 - 4.1.2. Reporting and Evaluation Requirements
 - 4.1.2.1. Vendor shall submit Trimester Reports as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting as described in 4.1.1. The Contractor shall ensure it obtains the report format from the Department soon after the Contract effective date.
 - 4.1.2.2. The Contractor shall ensure Progress Reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be sent to OMHRA no later than 15 days after the completion of a project period. In these reports the Contractor shall draw attention to any changes in their previously approved work plan or timeline.

New Hampshire Department of Health and Human Services
Refugee Social Services Program



Exhibit A

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 – 1/31/2017	02/15/2017
02/01/2017 – 5/31/2017	06/15/2017
06/01/2017 – 9/30/2017	10/15/2017
10/01/2017 – 1/31/2018	02/15/2018
02/01/2018 – 5/31/2018	06/15/2018
06/01/2018 – 9/30/2018	10/15/2018



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.566, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 1601NHRSOC.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1, Exhibit B-2, and B-3.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Office of Minority Health and Refugee Affairs
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



Exhibit B

8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

EXHIBIT B-3 - Budget Form
07/01/2018 through 09/30/2018

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

Bidder/Program Name: BCNH
Budget Request for: Refugee Social Services

Budget Period: 07/01/18-09/30/18

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 1,680.00	\$ -	\$ 1,680.00	\$ -	\$ -	\$ -	\$ 1,680.00	\$ -	\$ 1,680.00	
2. Employee Benefits	\$ 336.00	\$ -	\$ 336.00	\$ -	\$ -	\$ -	\$ 336.00	\$ -	\$ 336.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 173.00	\$ -	\$ 173.00	\$ -	\$ -	\$ -	\$ 173.00	\$ -	\$ 173.00	
7. Occupancy	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	
8. Current Expenses	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (Specify details mandatory) general management cost	\$ -	\$ 269.00	\$ 269.00	\$ -	\$ -	\$ -	\$ -	\$ 269.00	\$ 269.00	
14. Total Salary and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 2,689.00	\$ 269.00	\$ 2,958.00	\$ -	\$ -	\$ -	\$ 2,689.00	\$ 269.00	\$ 2,958.00	

Indirect As A Percent of Direct 10.0%

BK
10/11/16



SPECIAL PROVISIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

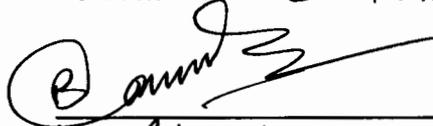


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

10/11/16
Date

Contractor Name: Bhutanes Community of New Hampshire

Name: Bhagirath Khatiwada
Title: Program Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

10/11/16
Date

Contractor Name: Bhutanese Community of New Hampshire

Name: Bhagirath Khatriwade
Title: Program Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

10/11/16
Date

Contractor Name:
Bhutanese Community of New Hampshire
[Signature]
Name: Bhagirath Khatriwada
Title: Program Director



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

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

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

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

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

Exhibit G

Contractor Initials SK

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

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

10/11/16
Date

Contractor Name:

Bhutanese Community of
New Hampshire
[Signature]

Name: *Bhagirath Khatriwada*
Title: *Program Director*

Exhibit G

Contractor Initials

BK

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Bhutanese Community
of New Hampshire
Bamde

10/11/16
Date

Name: Shagirath Khatiwada
Title: Program Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

BK

10/11/14



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<p><i>NH Health & Human Services</i> <i>Office of Minority Health & Refugee Affairs</i> the State</p> <p><i>[Signature]</i> Signature of Authorized Representative</p> <p><i>TRINIDAD TELLEZ MD</i> Name of Authorized Representative</p> <p><i>DIRECTOR</i> Title of Authorized Representative</p> <p><i>10/18/16</i> Date</p>	<p><i>Bhutanese Community of New Hampshire</i> Name of the Contractor</p> <p><i>[Signature]</i> Signature of Authorized Representative</p> <p><i>Bhagirath Khatriwada</i> Name of Authorized Representative</p> <p><i>Program Director</i> Title of Authorized Representative</p> <p><i>10/11/16</i> Date</p>
---	--



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

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

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

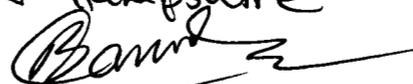
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

10/11/16
Date

Contractor Name: Bhutanesse Community of
New Hampshire

Name: Bhagirath Khatriwada
Title: Program Director



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: 078399556000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

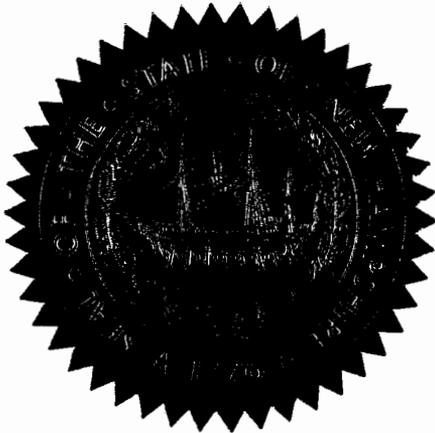
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 Bhutanese Community of New Hampshire is a New Hampshire nonprofit corporation formed October 14, 2011. 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 29th day of July A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Bhutanese Community of New Hampshire.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 09/10/2016:
(Date)

RESOLVED: That the _____ Program Director _____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11 day of October, 2016.
(Date Contract Signed)

4. Bhagirath Khatiwada is the duly elected Program Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF New Hampshire
County of Merrimack

The forgoing instrument was acknowledged before me this 11 day of October, 2016.

By Rudra Timsina
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: November 18, 2020

LEANNE M. O'BRIEN
Notary Public - New Hampshire
My Commission Expires November 18, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2016

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No. Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.com	FAX (A/C, No): (603) 293-7188													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Co LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co LTD	11000	INSURER B: Hartford	19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Bhutanese Community Of Nh 510 Chestnut St Manchester NH 03101															

COVERAGES **CERTIFICATE NUMBER:** 2016 gl & wc **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			04SBAIL7516	5/15/2016	5/15/2017	EACH OCCURRENCE	\$ 2,000,000	
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000						
		MED EXP (Any one person)	\$ 10,000						
		PERSONAL & ADV INJURY	\$ 2,000,000						
		GENERAL AGGREGATE	\$ 4,000,000						
		PRODUCTS - COMP/OP AGG	\$ 4,000,000						
	Non-owned	\$ 2,000,000							
	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	\$	
									\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N n	N/A	04WECCR0500	7/30/2016	7/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
							E.L. EACH ACCIDENT	\$ 100,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS 129 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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>

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BCNH Mission Statement

The mission of Bhutanese Community of New Hampshire is *to create an enduring legacy of New Americans' heritage for future generations through stewardship of successful integration, and community contributions.*

BCNH is aspiring to achieve this mission by consistently and effectively providing excellent, satisfactory and accessible community services to all refugees and immigrants for successful integration in the state of New Hampshire and beyond.

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
FINANCIAL STATEMENTS
(Compiled)

December 31, 2015 and 2014

INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Directors of
Bhutanese Community of New Hampshire

Management is responsible for the accompanying financial statements of Bhutanese Community of New Hampshire (a nonprofit organization), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Hennessey & Vallee, PLLC
Concord, New Hampshire

July 22, 2016

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
STATEMENT OF FINANCIAL POSITION
December 31, 2015 and 2014

	2015	2014
ASSETS		
Current Assets		
Cash	\$ 77,735	\$ <u>56,250</u>
Total current assets	<u>77,735</u>	<u>56,250</u>
Total Assets	\$ 77,735	\$ <u><u>56,250</u></u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 59	\$
Unearned revenue	<u>79,954</u>	<u>51,040</u>
Total current liabilities	<u>80,013</u>	<u>51,040</u>
Total Liabilities	<u>80,013</u>	<u>51,040</u>
NET ASSETS		
Unrestricted	<u>{2,278}</u>	<u>5,210</u>
Total Net Assets	<u>{2,278}</u>	<u>5,210</u>
Total Liabilities and Net Assets	\$ <u>77,735</u>	\$ <u>56,250</u>

See accompanying notes and accountants' compilation report.

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
STATEMENTS OF ACTIVITIES
For the years ended December 31, 2015 and 2014

	2015	2014
OPERATING REVENUE AND SUPPORT		
Contributions		
Government	\$ 360,050	\$ 591,894
Organizations	109,812	3,253
Corporate	65,139	
Individual	37,116	3,168
Special events	700	
Fundraising events		9,151
Program fees	17,362	41,799
Other income	<u>1,472</u>	<u>235</u>
Total operating revenue and support	591,651	649,500
OPERATING EXPENSES		
Program services	535,550	603,886
Management and general	50,307	39,722
Fundraising	<u>13,282</u>	
Total operating expenses	<u>599,139</u>	<u>643,608</u>
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(7,488)</u>	<u>5,892</u>
NET INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u> </u>	<u> </u>
NET INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	<u> </u>	<u> </u>
NET ASSET, Beginning of Year	<u>5,210</u>	<u>(682)</u>
NET ASSETS, End of Year	<u>\$ (2,278)</u>	<u>\$ 5,210</u>

See accompanying notes and accountants' compilation report.

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
STATEMENT OF CASH FLOWS
For the years ended December 31, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (7,488)	\$ 5,892
Adjustments to reconcile increase (decrease) in net assets to cash provided by operating activities:		
Increase (decrease) in accounts payable	59	
Increase (decrease) in deferred revenue	28,914	30,498
Net cash provided by (used for) operating activities	21,485	36,390
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash provided by (used for) investing activities		
CASH FLOWS FROM FINANCING ACTIVITIES		
Net cash provided by (used for) financing activities		
NET INCREASE (DECREASE) IN CASH	21,485	36,390
CASH, Beginning of Year	56,250	19,860
CASH, End of Year	\$ 77,735	\$ 56,250

See accompanying notes and accountants' compilation report.

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
SCHEDULE OF FUNCTIONAL EXPENSES
For The Year Ended December

	Direct Program Expense	General and Administrative Expense	Fund Raising Expense	Total 2015
WAGES AND RELATED				
Salaries and wages	\$ 383,216	\$ 42,580	\$	\$ 425,796
Employee benefits	8,331	926		9,257
Payroll taxes	28,714	3,191		31,905
Total wages and related	<u>420,261</u>	<u>46,697</u>		466,958
EXPENSES				
Professional services	3,333	2,304		5,637
Contract services	39,707			39,707
Funeral services	6,734			6,734
Client support services	3,218			3,218
Educational support services	4,500			4,500
Workshops and events	32			32
Fundraising expense			13,282	13,282
Occupancy	24,853			24,853
Office expenses and supplies	6,525	725		7,250
Licenses and fees	1,016			1,016
Printing	361	40		401
Travel and meetings	17,865			17,865
Postage and mailing	281	31		312
Website and internet	220	24		244
Telephone	4,378	486		4,864
Insurance	2,266			2,266
Total expenses	<u>\$ 535,550</u>	<u>\$ 50,307</u>	<u>\$ 13,282</u>	<u>\$ 599,139</u>

See accompanying notes and accountants' compilation report.

**BHUTANESE COMMUNITY OF NEW
HAMPSHIRE**

**SCHEDULE OF FUNCTIONAL EXPENSES
For The Year Ended December 31, 2014**

	Direct Program Expense	General and Administrative Expense	Fund Raising Expense	Total 2014
WAGES AND RELATED				
Salaries and wages	\$ 279,067	\$ 31,008	\$	\$ 310,075
Employee benefits	10,830	1,203		12,033
Payroll taxes	25,366	2,819		28,185
Total wages and related	<u>315,263</u>	<u>35,030</u>		<u>350,293</u>
EXPENSES				
Professional services	285	2,081		2,366
Contract services	185,714			185,714
Funeral services	23,676			23,676
Client support services	8,057			8,057
Educational support services	229			229
Occupancy	28,534			28,534
Office expenses and supplies	17,576	1,952		19,528
Printing	473	53		526
Travel and meetings	16,341			16,341
Postage and mailing	520	58		578
Website and internet	2,182	242		2,424
Telephone	2,750	306		3,056
Insurance	2,286			2,286
Total expenses	<u>\$ 603,886</u>	<u>\$ 39,722</u>	<u>\$</u>	<u>\$ 643,608</u>

See accompanying notes and accountants' compilation report.

**BHUTANESE COMMUNITY OF NEW
HAMPSHIRE NOTES TO FINANCIAL
STATEMENTS**

December 31, 2015 and 2014

NOTE A - NATURE OF ACTIVITIES

The Bhutanese Community of New Hampshire (the "Community") is a not-for-profit corporation incorporated under the laws of the State of New Hampshire. The mission of the Community is to create an enduring legacy of Bhutanese heritage for future generations through stewardship of successful integration and community contributions. The Community aspires to achieve this mission by consistently and effectively providing excellent, satisfactory and accessible community services to all the resettled Bhutanese for successful integration in the State of New Hampshire.

NOTE B- SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of the Bhutanese Community of New Hampshire are prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. The significant accounting policies followed by the Community are described below to enhance the usefulness of the financial statements to the reader.

Basis of Presentation

The Community adheres to the Presentation of Financial Statements for not-for-profit organizations topic of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Community is required to report information regarding its financial position and activities according to three classes of net assets. Descriptions of the three net categories are as follows:

Unrestricted net assets- include both undesignated and designated net assets, which are the revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses

Temporarily restricted net assets- include gifts and pledges for which time and donor- imposed restrictions have not yet been made, and also includes the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets- includes gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumption that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Community considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

See accountants' compilation report

BHUTANESE COMMUNITY OF NEW HAMPSHIRE
NOTES TO FINANCIAL STATEMENTS
December 31, 2015 and 2014

NOTE B- SIGNIFICANT ACCOUNTING POLICIES (Continued)

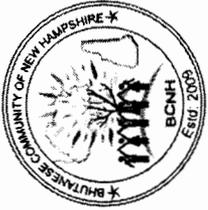
Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily restricted or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

NOTE C- SUBSEQUENT EVENTS

Subsequent events have been evaluated through July 22, 2016, the date the financial statements were available to be issued.



Bhutanese Community of New Hampshire

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 Phone: 603-935-9620 Fax: 603-218-6347
 90 Airport Road, Concord, NH 03301
www.bhutanesecommunitynh.org
 Email: bcnh@bhutanesecommunitynh.org

Board of Directors List:

Name	Home Address	Description	Daytime Phone #
Guru Subedi		Guru is the incumbent Board Chair of Bhutanese Community of New Hampshire (BCNH). He is a software engineer by profession. He is with BCNH since August, 2013. He served as one of the Board of Directors for a year and took the responsibility of Board Chair since September 2014. He holds Master of Science in Information Technology from Southern New Hampshire University. Currently he is working at C Squared Systems, LLC as a Software Engineer	
Motikhar Bhujel		Motikhar is the current Board Vice Chair. He is with Bhutanese Community of New Hampshire for the last 2 years. He is currently working at Ascetria Care Alliance in the capacity of Healthcare Manager. He holds Bachelor degree in Science from Tribhuvan University, Nepal. He has over a decade teaching experience.	
Pabitra Pokhrel		Pabitra is serving as a Board of Director with Bhutanese Community of New Hampshire for the last one and half year. She is a nurse by profession. Currently, she is working at Maintaining Independence Adult Day Care Services as Licensed Practical Nurse (LPN). She holds Bachelor Degree in Biology.	
Tara Mishra		Tara is serving as one of the Board of Directors in Bhutanese Community of New Hampshire for the last one year. She is an IT Specialist by profession. She is pursuing Bachelor Degree in Information Technology from Southern New Hampshire University.	

Rup Timsina		<p>Rup Timsina is working as a Bi-Cultural Liasion at Ascentria Care Alliance for the last 4 years. He holds Associate Degree from Bhutan. He has extensive experience in the field of curriculum development. He served as a trained teacher in Bhutan and served as a Resource Teacher at CARITAS Nepal. He is serving as a Board of Director with BCNH for the last two years.</p>	
Tika Acharya		<p>Tika is the Executive Director at Bhutanes Community of New Hampshire. He is a leader with strong work ethics and values, effective communication skill, dedicated professional. He has exposure to both for the profit and nonprofit industry. He has in-depth knowledge of US and South East Asian Market. He is a goal oriented, possessed high energy to meet organizational goal and Management principles. He holds Master of Business Administration (MBA) from University of North Bengal.</p>	
Kamal Basnet		<p>Kamal is working as Community Health Worker for Manchester Community Health Center. Prior to this, Mr. Basnet served as an Employment Support Specialist at the Southern NH services. Kamal is with the Bhutanes Community of New Hampshire in the capacity of Board of Director for the last one year. He serves as Community Advisor to the city of Manchester's Police Department. He holds Bachelor degree from Institute of Science and Technology.</p>	
Nilhari Bhandari		<p>Nilhari Bhandari is a technical and analytical professional with bilingual, management, and leadership skills with capacity to work with a diverse customer base currently pursuing BA in Mathematics at Southern New Hampshire University. Mr. Bhandari has strong Analytical skills, organizational and management, and Sales skills obtained by working as a Care Coordinator at Ascentria Care Alliance. As a Board of Director at BCNH, he serves on Finance Committee.</p>	

Mission: To create enduring legacy of New Americans' heritage for future generation through stewardship of successful integration and community contribution.

Bhagirath Khatiwada

Areas of Expertise

Responsible for strategic leadership and oversees the programmatic and developmental initiatives under BCNH. Provides oversight for program administration and personnel. Works to develop and maintain funding streams and responds to community stakeholders. Holds supervisory oversight for ongoing staff, volunteers as well as student interns at two different community sites. Highly committed to multicultural group who strive to operate through team leadership and collaboration. Responsible for project design, implementation, monitoring, evaluation, and reporting.

Professional Experience

Director, Programs & Development

September, 2014-Current **Bhutanese Community of New Hampshire**, Concord, NH

- Manage multiple projects and stakeholders and ensure challenging deadlines are met.
- Manage, inspire and lead staff, and to manage and inspire "up" - successfully involving leadership team, Board members, and other friends of BCNH in organizational development.
- Track trends and developments in philanthropy and craft long-term strategies to attract leadership funders.
- Ensure reporting requirements are met for any projects for which foundation and contributions are secured.
- Develop, design, manage and oversee State and Federal governments' programs.
- Responsible for all office operations including budget development, grant-writing, fundraising, resource allocations, and personnel actions.

Healthcare Manager

July, 2013 –September, 2014 **Lutheran Social Services**, Concord, NH

- Notify appropriate healthcare providers of the arrival of new cases to coordinate the scheduling for health services.
- Ensure that all newly arrived refugees are scheduled for health screenings and immunizations within the first 30 days after arrival.
- Providing health orientation about the U.S. health care system.
- Provide appropriate assistance to refugees during their initial period of resettlement
- Maintain client database and case records, including case notes and filling reports, assist refugees to be self-sufficient as possible, with US healthcare system, and to be able to navigate the system.
- Manage staff, interns and volunteers.

Case Manager

October 2010 – July, 2013 **Lutheran Social Services**, Concord, NH

- Help refugees resettle in their new home providing necessary services and daily case management.
- Refer clients to services in accordance with the Cooperative Agreement and Matching Grant Program guidelines.
- Develop resettlement plans for clients and monitored implementation.
- Provide crisis intervention, counseling and negotiation services in an acute need for refugee communities.
- Educate and counsel refugees on issues related to their resettlement needs including medical, employment, family reunion and financial stability.
- Advocate for refugees at local and regional levels.
- Manage and supervise interns and volunteers.

Interpreter, Language Bank

November 2008 – October 2010 **Lutheran Social Services**, Concord, NH

- Allowed communication between a service recipient and the service providers who do not speak the same language
- Assisted and intervened, when necessary, to “flag” cultural barriers to communication or assist in exploring information in reducing cultural barriers to understanding.

Executive Director

September 2005-July 2008 **Agile Adventure Treks & Expedition**, Kathmandu, Nepal

- Provided effective leadership to program staff and delivered quality services to the clients.
- Responsible for recruitment, hiring, orientation, supervision and program evaluation.
- Representation of agency to all the stakeholders and built relationships with state and local agencies and community groups.
- Maintained program performance including timely reporting, documentations and budgets to assure that programs meet financial objectives in professional manner.
- Developed partnerships with community organizations, regional and local officials, and other stakeholders to support and improve the tourism business.

News Reader (English)

September 2006 to October 2007, **Radio Nepal**, Kathmandu, Nepal

- Carry out in-depth research to a broad brief, with minimal supervision across the whole range of Regional Broadcasting news and current affairs output.
- Write material for program scripts, bulletins and links, exercising editorial judgment, maintaining professional journalistic standards and adhering to policy and legal and contractual guidelines of the radio.
- Produce live and pre-recorded radio news and current affairs programs and to prepare radio packages under supervision.

General Manager

July 2002 - August 2005 **Columbus Treks & Expeditions**, Kathmandu, Nepal

- Involved in all aspects of program management including recruitment, staff development and, supervision.
- Performed researches, analyzed and interpreted data and trends, policies and procedures for designing, developing, implementing, and monitoring programs and policies for sustainable tourism development in Nepal
- Initiated, developed, directed, monitored, reviewed, evaluated and presented program progress and status so as to identify key areas for program improvement and initiatives.
- Collaborated with other tourism business partners to build mutual understanding and trust.

Education**University of New Hampshire (UNH)**

- Master’s Degree, Public Administration, 2014.

Tribhuvan University, Kathmandu, Nepal

- Master’s Degree, Rural Development, 2005

Community Involvement

- Riverbend Community Mental Health, INC., Board of Director
- Bhutan News Service, Vice Chair
- Authored a series of social studies text books for grades six and seven through Asia Publication in 2008 in Nepal.

Anpi Poudyal

Objective: To make an immediate and positive contribution to a team of individuals that will accomplish organizational objectives for growth and integrity.

- Skills:**
- Knowledge and experience to assist newly arrived refugees in the state of New Hampshire to access the available social services including housing, food, cash, medical, immigration, employment assistance and education.
 - Ability to recognize and anticipate behavioral changes with regards to refugee and low income population. Educated in QPR training.
 - Possess necessary skills to describe, document and reports individual cases with regards to goal achievements and overall progress.
 - Speak and interpret Nepali, Hindi, and English.

 - Computer Hardware & Networking, Graphic Design (Adobe PageMaker, Adobe Photoshop, Corel Draw, Macromedia Freehand), and MCSE, LINUX skills

Experience: Bhutanese Community of NH Manchester, NH
Case Management Coordinator Oct. 2012 - Present

- Effective case management of 80 cases
- Assist Executive Director in program management
- Liaise with the stake holders and community resources

Somali Development Center Manchester, NH
Bhutanese Case Manager March 2011-Sept. 2012

- Assisting needy individuals and families of Bhutanese population in the city of Manchester.

Assured Computing Technologies: July 2010 – March 2011
Computer Technician

- Technical development and customer services to Retail stores, hotels and restaurants, and other private offices in New England region.
- In-house Office Administrative and computing support including software, hardware and networking.

International Institute of NH: July 2009- June 2010.
Case Management- Intern. Work Experience program of NHEP.

- Assist refugees in application for welfare benefits in DHHS, Social security cards and income, setting up gas and utilities, liaison with various property management and land lords in coordination with

the staff of IINH.

- Assist refugees to access health benefits from Health Department, hospitals and clinics.
- Perform administrative function as receptionist in the office.
- Bridge the gap between the agencies, volunteers and refugees in the city.
- Arrange refugees' referrals to various stake holders in human, social and medical services.
- Comprehensive guidance and counseling to youths, elders and disabled and help them navigate the appropriate resources to address their specific problems.

Education:

SNHU Bachelor of Liberal Arts (Prerequisite)	Manchester, NH March 2014 – Present
Cross Cultural Communication Systems, Inc <u>The Art of Medical Interpretation</u>	Manchester, NH Aug. 2012
Refugee Health Technical Assistance Center QPR Training (Gatekeeper) for Suicide prevention	Boston, MA Sept. 2011
University of North Bengal <u>Bachelor of Arts</u>	West Bengal, India Aug. 02 – Aug. 05
Network Systems <u>MCSE, LINUX Training</u>	Jhapa, Nepal June 08 – Dec. 08
Frontech Computer Institute <u>Diploma in Hardware and Networking</u>	Jhapa, Nepal Nov. 05 – March 07

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bhutanese Community of New Hampshire

Name of Program/Service: Refugee Social Service

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Anpi Poudyal, Case Manager	\$40,000	18.20%	\$7,280.00
Tika Acharya, Executive Director	\$0	0.00%	\$0.00
Bhagirath Khatiwada, Program Director	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$7,280.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.