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

Nicholas A. Toumpas  
 Commissioner

Mary Ann Cooney  
 Associate Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857  
 603-271-3986 1-800-852-3345 Ext. 3986  
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March 4, 2013

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

RETRO

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a **retroactive** contract with Lutheran Community Services, Inc., (VC# 224148, B001), Concord, NH 03301, in the amount not to exceed \$170,000.00 to provide direct services to New Hampshire refugees effective retroactive to October 1, 2012 through September 30, 2013. Funds are available in State Fiscal Year 2013 and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

100% FWD

05-95-95-950010-5975 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, REFUGEE SOCIAL SERVICES

SFY	Appropriation	Class/Object	Class Title	Amount
2013	010-095-59750000	102-500731	Contracts for Program Services	<u>\$127,501.00</u>
				Subtotal \$127,501.00

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

SFY	Appropriation	Class/Object	Class Title	Amount
2014	010-042-79220000	102-500731	Contracts for Program Services	<u>\$42,499.00</u>

Total \$170,000.00

**EXPLANATION**

This contract is retroactive because the Department of Health and Human Services did not receive documentation of the final grant award until September 12, 2012 for a grant period beginning October 1, 2012. In addition the original Request for Proposals, released in July 2012, was found to be in need of revision and was rescinded. A revised Request for Proposals was released on January 18, 2013. Funds are derived from the annual refugee social services allocation to New Hampshire from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

Under this contract, Lutheran Community Services agrees to provide English for Speakers of Other Languages instruction, employment, health-related and cultural adjustment services. Services will be provided to refugees currently residing, and those to be resettled in Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties. It is estimated that 200 to 250 individuals will be served during the contract period. The project will emphasize those activities leading directly to self-sufficiency. In addition, the Department of Health and Human Services will contract separately with International Institute of Boston, Inc., the Bhutanese Community of New Hampshire and Southern New Hampshire Services for similar services. In total these contracts will ensure statewide services.

Lutheran Community Services, Inc. continues to provide support to refugees in Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties as part of their role in the community as a voluntary resettlement agency. Lutheran Community Services, Inc. understands that it currently is not under contract to provide these services and may not be compensated for work done if this contract is not approved. However, this could only continue on a temporary basis. If Governor and Executive Council should not approve the contract, Lutheran Community Services, Inc. would need to discontinue services and as a result there would be no job placement, case management or English Language services. Without these support services, most refugees would be unable to achieve self-sufficiency within their allotted eight months of federally funded Refugee Cash Assistance.

Funds are derived from a grant made available through the federal Office of Refugee Resettlement through the Refugee Social Services Program. This contract will focus on removing barriers to employment such as job development and placement, English as a Second Language, transportation and case management. Services will be provided in a linguistically and culturally sensitive manner and will address the needs of the family unit as a whole.

The Request for Proposals was advertised in the New Hampshire Union Leader for three days, January 21, 22, and 23, 2013 and was disseminated widely through relevant contact lists including the New Hampshire Refugee Advisory Council and the New Hampshire Health and Equity Partnership which represent a broad array of stakeholders. The Office of Minority Health and Refugee Affairs received four proposals and made four awards. A selection team composed of three Office of Minority Health and Refugee Affairs staff and one City of Concord Human Services staff were selected to evaluate each proposal based upon their knowledge about the Refugee Program and refugee concerns throughout the state. Each member of the selection team ranked the bidders numerically based upon the criteria as outlined in the Request for Proposal. A Bidders Summary including the list of bidders and the Review Criteria matrix with final scores is attached. Lutheran Community Services, Inc. was selected because their proposal successfully addressed goals outlined in the Request for Proposals.

Performance measures for this contract include:

- Demonstrate sustained employment for 50-70 refugees
- Demonstrate increased employment-specific skills for 50 refugee clients
- Demonstrate resolution of acute health issues for 240 refugees
- Demonstrate increased participation in preventive health care for 240 refugees
- Demonstrate increased use and understanding of community resources for 240 refugees

Performance for this contract will be monitored through annual monitoring and trimester reporting of activities and outcomes as described in the scope of services.

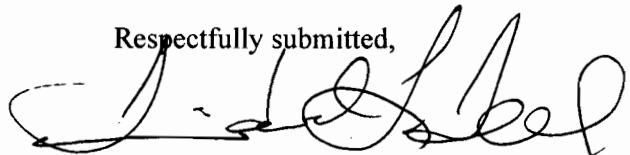
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 4, 2013  
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Area served: Statewide

Source of Funds: One hundred percent Federal Funds from the federal Office of Refugee Resettlement.

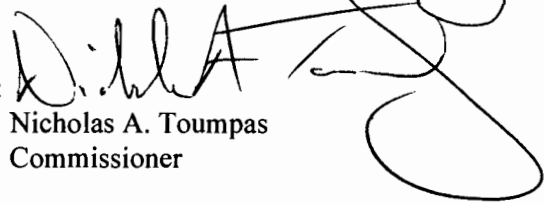
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name  
 Contract Purpose  
 RFP Score Summary

Refugee Social Services

RFA/RFP CRITERIA	Max Pts	BCNH	SNHS	IIB	LCS	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Experience and Capacity	20	15.75	17.25	17.88	19.50	0.00	0.00	0.00
Need & Target Population	15	12.75	13.25	13.25	15.00	0.00	0.00	0.00
Approach	30	24.75	27.75	26.75	28.00	0.00	0.00	0.00
Collaboration/Partnerships	5	4.00	4.75	4.38	5.00	0.00	0.00	0.00
Outcomes	20	15.00	16.25	17.25	18.75	0.00	0.00	0.00
Budget	10	8.75	10.00	9.25	10.00	0.00	0.00	0.00
<b>TOTAL POINTS</b>	<b>100</b>	<b>81.00</b>	<b>89.25</b>	<b>88.75</b>	<b>96.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

BUDGET REQUEST		Year 01	Year 02	Year 03	Year 04
BUDGET AWARDED		-	-	-	-
TOTAL BUDGET REQUEST		-	-	-	-
BUDGET AWARDED		-	-	-	-
TOTAL BUDGET AWARDED		-	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Jackie Whatmough	Human Services Dir	Concord Human Services	
2	Trinidad Tellez	Director	OMHRA/DHHS	
3	Brandon Anderson	Refugee Program Spec	OMHRA/DHHS	
4	Barbara Seebart	State Refugee Coord	OMHRA/DHHS	
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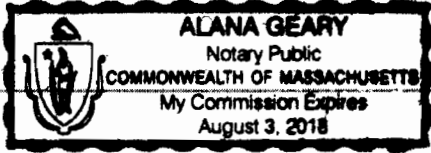
Subject: Lutheran Community Services, Inc. – Refugee Social Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Office of Minority Health and Refugee Affairs		1.2 State Agency Address 97 Pleasant Street, Thayer Building Concord, NH 03301	
1.3 Contractor Name Lutheran Community Services, Inc.		1.4 Contractor Address 261 Sheep-Davis Road, Concord, NH 03301	
1.5 Contractor Phone No. (603) 224-8111	1.6 Account Number 010-095-59750000-102 010-042-79220000-102	1.7 Completion Date September 30, 2013	1.8 Price Limitation \$170,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number (603) 271-8557	
1.11 Contractor Signature <i>Lisa M. Cohen, CFO/EVP</i>		1.12 Name and Title of Contractor Signatory Lisa Cohen, Executive Vice President	
1.13 Acknowledgment: State of <del>Massachusetts</del> County of <del>Worcester</del> On <u>February 7, 2013</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] <i>Alana Geary</i>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <i>Alana Geary, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herrick, Attorney</i> On: <i>7 March 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

- 14. INSURANCE.**
  - 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
    - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
  - 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
  - 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



**Lutheran Community Services, Inc.**

**EXHIBIT A**

**SCOPE OF SERVICES**

Under this contract, Lutheran Community Services, Inc. will provide newly arrived refugees in Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties with the services and information needed to become economically and socially self-sufficient as soon as possible after arrival in the United States. Services will be provided on a priority basis to refugees residing in the United States fewer than twelve months and those receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program. The State Refugee Coordinator will monitor the program. This agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F, G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

The following activities will be provided through this contract:

Employment

1. Develop relationships with 10 new employers.
2. Maintain relationships with 100% of current employers.
3. Conduct employment assessments for 100% or 115 of employable refugees.
4. Conduct American workplace orientation for 100% or 115 refugees.
5. Develop employability plans for 100% or 115 refugees.
6. Assist 100% of refugees to complete resumes and at least five applications.
7. Schedule and arrange at least one job interview for 100% of refugees.
8. Assist placed refugees with job maintenance to include follow-up at 2 weeks and 90 days.
9. Assist 90% of refugees with removal of barriers to employment such as childcare and transportation.
10. Make appropriate referrals to ESOL, vocational training and other work-related training for 100% of refugees.
11. Maintain records and complete all reporting requirements.

Contractor Initials ALC  
Date 2/7/13

### Vocational ESOL

1. Develop additional Vocational English courses based on labor market research of growth industries.
2. Work with targeted employers to incorporate their feedback into Vocational English curricula.
3. Work with targeted employer to arrange a minimum of five on-site internships.
4. Recruit and assess suitability of 50 clients for participation in internships.
5. Conduct five Vocational English trainings in targeted refugee communities.
6. Maintain attendance, progress, placement reports and other course statistics for 100% of participants.

### Health

1. Provide orientation to the American health care system to 100% of new arrivals.
2. Make appropriate referrals to resolve refugee health issues.
3. Provide interpreter services for health appointments, as needed.
4. Arrange transportation or provide transportation to health care appointments for new arrivals.
5. Facilitate access to Child Health Insurance Program (CHIP).
6. Facilitate health screenings for 240 refugees.

### Cultural Adjustment

1. Provide collateral and direct interpreter services to new arrivals and service providers, as needed.
2. Assist in the resolution of housing problems, make referrals to facilitate adjustment, and advocate to ensure access to appropriate services.
3. Help 100% of new arrivals access mainstream services such as WIC, Head Start, Fuel Assistance, subsidized day care, subsidized housing and educational services.

Contractor Initials *me*  
Date *2/7/13*

**Lutheran Community Services, Inc.**

4. Help in meeting 100% of new arrivals' transportation needs by: training to use public transportation when available, assisting in obtaining the driver's license, purchasing cars privately or with help from the "Good News Garage," arranging for transportation, locating a volunteer or taking refugees to essential appointments.
5. Provide cultural orientation to 100% of new arrivals.

Monitoring

1. Submit Trimester Reports, as prescribed by the grantor, the federal Office of Refugee Resettlement to the NH Office of Minority Health and Refugee Affairs. The contract will be monitored by the NH Office of Minority Health and Refugee Affairs.

Contractor Initials *me*  
Date *2/7/13*

**Lutheran Community Services, Inc.**

**EXHIBIT B**

**CONTRACT PRICE**

In consideration of the satisfactory performance of the Services as determined by the State, the State agrees to pay over to the Contractor, funds not to exceed \$170,000.00.

1. Payments under this contract are not to exceed \$170,000.00 for the budget period October 1, 2012 - September 30, 2013.
2. Funding of this contract is contingent upon the continued sufficient funding of the Refugee Social Services Grant as awarded by the Administration for Children and Families Office of Refugee Resettlement for the Budget Period October 1, 2012 – September 30, 2013.
3. Reimbursements for services provided shall be made by the State on a monthly basis after receipt and review of monthly expenditure reports submitted by Lutheran Community Services, Inc. to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall include at a minimum the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
4. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
5. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices must be submitted by October 31, 2013.

CFDA Title: Refugee and Entrant Assistance State Administered Programs -  
Social Services  
CDFA No: 93.566

Award Name: Refugee Social Services

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

Contractor Initials me  
Date 2/7/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C**

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. Prior Approval and Copyright Ownership:**

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

Page 4 of 4

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

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

### **SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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



**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL 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.

Contractor Initials *HA*  
Date 3/14/13

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. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$1,000,000 per occurrence.

Contractor Initials AKL  
Date 3/14/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

**US DEPARTMENT OF EDUCATION - CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

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

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

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

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

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

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

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

Lutheran Community Services, Inc. From: 10/1/2012 To: 9/30/2013  
 (Contractor Name) (Period Covered by this Certification)

Lisa Cohen, Executive Vice President/CFO  
 (Name & Title of Authorized Contractor Representative)

Lisa M. Cohen CFO/EVP  
 (Contractor Representative Signature)

2/7/13  
 (Date)

Contractor Initials: LMC  
 Date: 2/7/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
\* Temporary Assistance to Needy Families under Title IV-A
\* Child Support Enforcement Program under Title IV-D
\* 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

Contract Period: 10/1/12 through 9/30/13

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.

Lisa M. Cohen, CFO / EVP
(Contractor Representative Signature)

Lisa Cohen, Executive Vice President/CFO
(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.
(Contractor Name)

2/7/13
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

*Lisa M. Cohen CFO/EVP*                      Lisa Cohen, Executive Vice President/CFO  
(Contractor Representative Signature)                      (Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.                      2/7/13  
(Contractor Name)                      (Date)

Contractor Initials: *LHC*  
Date: 2/7/13



**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

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

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

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

Lisa Cohen, CFO/EVP  
(Contractor Representative Signature)

Lisa Cohen, Executive Vice President/CFO  
(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.  
(Contractor Name)

2/7/13  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

*Lisa M. Cohen CFO/VP*  
(Contractor Representative Signature)

Lisa Cohen, Executive Vice President/CFO  
(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.  
(Contractor Name)

2/7/13  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health and Human Services      Lutheran Community Services, Inc.  
The State Agency Name      Name of the Contractor

[Signature]  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Trinidad Tellez  
Name of Authorized Representative

Lisa Cohen  
Name of Authorized Representative

Director  
Title of Authorized Representative

Executive Vice President/CFO  
Title of Authorized Representative

3/4/13  
Date

2/7/13  
Date



NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

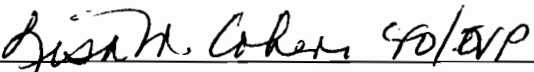
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

 Lisa Cohen, Vice President/CFO

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

Lutheran Community Services, Inc. 2/7/13

(Contractor Name) (Date)

Contractor initials: me  
Date: 2/7/13  
Page # 1 of Page # 2

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor initials: Atc  
Date: 2/7/13  
Page # 2 of Page # 2

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lutheran 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 24<sup>th</sup> day of January, A.D. 2013

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

William M. Gardner  
Secretary of State

Certificate of Vote

I, Alana Geary, Clerk of the Lutheran Community Services, Inc., do hereby certify that:

- (1) I am the duly elected and acting Clerk of Lutheran Community Services, Inc., a Massachusetts corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held via mail vote on the 1<sup>st</sup> of July, 2011 which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Corporation and have affixed its corporate seal this 7<sup>th</sup> day of February, 2013

Alana Geary  
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 7 day of Feb 2013, before me, Deborah Cistoldi, the  
(Notary)

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

her/himself to be the clerk, of Lutheran Community Services Inc,  
(Title) (Name of Corporation)

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

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

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

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

Deborah Cistoldi  
Notary Public/Justice of the Peace



My Commission expires: \_\_\_\_\_



149653

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2013

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).

<b>PRODUCER</b> Commercial Lines - (212) 682-7500 Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue, 7th Floor New York, NY 10017	<b>CONTACT NAME:</b> Joan Dunner <b>PHONE (A/C, No, Ext):</b> 2126827500 <b>E-MAIL ADDRESS:</b> joan.dunner@wellsfargo.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lutheran Social Services dba Lutheran Community Services Inc 261 Sheep Davis Rd. #A-1  Concord, NH 03301	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Hartford Underwriters Insurance Company	<b>NAIC #</b> 30104
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 5645333**REVISION NUMBER:** See below

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

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

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

Proof of Insurance

**CERTIFICATE HOLDER**

NH Office of Minority Health and Refugee Affairs  
 97 Pleasant Street  
 DHHS, 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

*Joan Dunner*

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ACORD 25 (2010/05)

(This certificate replaces certificate# 5624230 issued on 2/25/2013)

**APPENDIX E**

New Hampshire Department of Health and Human Services  
Office of Minority Health Refugee Affairs

**Comprehensive General Liability Insurance Acknowledgement  
Form**

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ Per Claim \$1,000,000 Per Occurrence \$3,000,000 General Aggregate

Ann S. Dancy, Vice President  
Signature & Title

1-28-13  
Date

**LUTHERAN COMMUNITY SERVICES, INC.**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**YEAR ENDED JUNE 30, 2012**



**LUTHERAN COMMUNITY SERVICES, INC.  
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CliftonLarsonAllen

CliftonLarsonAllen LLP  
www.cliftonlarsonallen.com

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Lutheran Community Services, Inc.  
Worcester, Massachusetts

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

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

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

*CliftonLarsonAllen LLP*

CliftonLarsonAllen LLP

Quincy, Massachusetts  
November 27, 2012

**LUTHERAN COMMUNITY SERVICES, INC.  
CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2012**

**ASSETS**

**CURRENT ASSETS**

Cash and Cash Equivalents	\$ 818,707
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,177,397
Prepaid Expenses	117,684
Total Current Assets	4,113,788

**ASSETS LIMITED AS TO USE**

Beneficial Interest in Net Assets of Affiliate	621,239
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**PROPERTY AND EQUIPMENT**

Land	117,592
Building	945,675
Building Improvements	1,562,330
Leasehold Improvements	1,095,858
Furniture and Equipment	229,334
Vehicles	227,951
Equipment Held Under Capital Lease	427,911
Computer Equipment and Software	83,795
Total	4,690,446
Less: Accumulated Depreciation	1,813,940
Total Property and Equipment, Net	2,876,506

**DUE FROM RELATED PARTIES**

356,242

**OTHER ASSETS**

Deposits	10,292
Construction in Progress	30,000
Total Other Assets	40,292

Total Assets	\$ 8,008,067
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*See accompanying Notes to Financial Statements.*

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

Long-Term Debt - Current Maturities	\$ 76,735
Accounts Payable	1,206,048
Accrued Expenses	1,273,666
Deferred Revenue	290,343
Due to the State of Maine	268,109
Due to Third Party	43,059
Total Current Liabilities	<u>3,157,960</u>

**LONG-TERM DEBT, Net of Current Maturities** 1,098,572

**DUE TO RELATED PARTIES** 400,963

Total Liabilities 4,657,495

**NET ASSETS**

Unrestricted	2,658,183
Temporarily Restricted	692,389
Total Net Assets	<u>3,350,572</u>

Total Liabilities and Net Assets \$ 8,008,067

**LUTHERAN COMMUNITY SERVICES, INC.  
CONSOLIDATED STATEMENT OF ACTIVITIES  
YEAR ENDED JUNE 30, 2012**

**UNRESTRICTED NET ASSETS**

**REVENUE**

Program Service Revenue	
Public Sources	\$ 32,004,403
Private Sources	<u>3,750,953</u>
Total Program Service Revenue	<u>35,755,356</u>

**OTHER INCOME**

Net Assets Released from Restriction Used for Operations	331,780
Donations in Kind	12,935
Other Income	<u>108,348</u>
Total Other Income	<u>453,063</u>

Total Revenue	36,208,419
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**EXPENSES**

Salaries and Wages	17,073,866
Employee Benefits	3,544,769
Program Expenses	7,455,431
Professional Fees	282,167
Occupancy Costs	1,157,877
Operating Supplies and Expenses	1,420,753
Administrative Costs	4,055,100
Travel Expenses	824,434
Custodial Fee	60,487
Depreciation and Amortization	274,350
Bad Debt Expense	22,991
Interest	<u>105,063</u>
Total Expense	<u>36,277,288</u>

<b>OPERATING LOSS</b>	(68,869)
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**NONOPERATING LOSS**

Loss on Disposal of Fixed Assets	<u>(125,808)</u>
Total Nonoperating Loss	<u>(125,808)</u>

<b>DECREASE IN UNRESTRICTED NET ASSETS</b>	<u><u>\$ (194,677)</u></u>
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See accompanying Notes to Financial Statements.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS**  
**YEAR ENDED OF JUNE 30, 2012**

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
<b>NET ASSETS AT JUNE 30, 2011</b>	\$ 2,852,860	\$ 603,602	\$ 3,456,462
Decrease in Unrestricted Net Assets	(194,677)	-	(194,677)
Change in Beneficial Interest in Net Assets of Affiliate	-	351,567	351,567
Restricted Contributions	-	69,000	69,000
Net Assets Released from Restrictions - Operations	-	(331,780)	(331,780)
Change in Net Assets	<u>(194,677)</u>	<u>88,787</u>	<u>(105,890)</u>
<b>NET ASSETS AT JUNE 30, 2012</b>	<u>\$ 2,658,183</u>	<u>\$ 692,389</u>	<u>\$ 3,350,572</u>

See accompanying Notes to Financial Statements.

**LUTHERAN COMMUNITY SERVICES, INC.  
CONSOLIDATED STATEMENT OF CASH FLOWS  
YEAR ENDED JUNE 30, 2012**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Change in Net Assets	\$ (105,890)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation and Amortization	274,350
Bad Debts	22,991
Change in Beneficial Interest in Net Assets of Affiliate	(29,025)
Contributed Leased Property and Improvements	(81,935)
Loss on Disposal of Fixed Asset	125,808
(Increase) Decrease in:	
Accounts Receivable	211,375
Prepaid Expenses	221,868
Other Current Assets	991
Increase (Decrease) in:	
Accounts Payable	280,865
Accrued Expenses	(243,887)
Deferred Revenue	26,642
Due to State of Maine	114,207
Net Cash Provided by Operating Activities	<u>818,360</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchases of Property and Equipment	(251,435)
Proceeds on Sale of Fixed Assets	25,332
Additions to Construction in Progress	(30,000)
Net Cash Used by Investing Activities	<u>(256,103)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Payments on Line of Credit	(200,000)
Principal Payments on Long-Term Debt	(115,870)
Advances from Related Organizations	171,356
Net Cash Used by Financing Activities	<u>(144,514)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	417,743
Cash and Cash Equivalents - Beginning of Year	<u>400,964</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 818,707</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>	
Cash Paid for Interest	<u>\$ 105,063</u>
<b>SUPPLEMENTAL DATA FOR NONCASH INVESTING AND FINANCING TRANSACTIONS</b>	
Equipment Acquired via Capital Lease	<u>\$ 33,476</u>
Construction in Progress Placed in Service	<u>\$ 3,000</u>
Equipment Acquired via In-Kind Donation	<u>\$ 81,935</u>
Proceeds from Sales of Fixed Assets	\$ 141,500
Sale Proceeds Retained by Related Organization	(69,000)
Payoff of Long Term Debt	(47,168)
Net Proceeds from Sales of Fixed Assets	<u>\$ 25,332</u>
Transfer of Line of Credit to Related Organization	<u>\$ 300,000</u>

See accompanying Notes to Financial Statements.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2012**

	<u>Total</u>	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>
Salaries and Wages	\$ 17,073,866	\$ 16,821,196	\$ 252,670	\$ -
Employee Benefits	3,544,769	3,477,817	66,952	-
Program Expenses	7,455,431	7,423,897	31,534	-
Professional Fees	282,167	259,443	22,724	-
Occupancy Costs	1,157,877	1,026,016	131,861	-
Operating Supplies and Expenses	1,420,753	1,356,289	64,464	-
Administrative Costs	4,055,100	-	4,055,100	-
Travel Expenses	824,434	809,932	14,502	-
Custodial Fee	60,487	-	-	60,487
Interest	105,063	105,063	-	-
Bad Debt Expense	22,991	22,991	-	-
Total Before Depreciation and Amortization	<u>36,002,938</u>	<u>31,302,644</u>	<u>4,639,807</u>	<u>60,487</u>
Depreciation and Amortization	<u>274,350</u>	<u>267,065</u>	<u>7,285</u>	<u>-</u>
Total Functional Expenses	<u>\$ 36,277,288</u>	<u>\$ 31,569,709</u>	<u>\$ 4,647,092</u>	<u>\$ 60,487</u>

*See accompanying Notes to Financial Statements.*



**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lutheran Community Services, Inc. f/k/a Lutheran Community Services of Massachusetts, Inc. (LCS) and Lutheran Community Care, Inc. (LCC) (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. Effective July 25, 2011, LCS transferred its "In Home Care" service line to LCC; LCS is the sole corporate member of LCC. Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of LCS.

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.

LUTHERAN COMMUNITY SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2012

**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

**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 detail 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, 2012.

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.

**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.

LUTHERAN COMMUNITY SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2012

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

**Net Assets (Continued)**

**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 \$17,995 for the year ended June 30, 2012.

**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.

**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. Should that status be challenged, in the future the LCS's 2009 through 2012 tax years are open for examination by federal and state taxing authorities and LCC's 2012 tax year is open for examination by federal and state taxing authorities.

LUTHERAN COMMUNITY SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2012

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

**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.

**Subsequent Events**

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through November 27, 2012, the date the financial statements were available to be issued.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 2 ASSETS LIMITED AS TO USE**

**Beneficial Interest in Net Assets of Affiliate**

The Organizations record beneficial interest in the assets of Lutheran Social Service of New England Foundation, Inc. (LSSNEF), a related party, for funds being held by LSSNEF 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 LSSNE for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,900,000 for the year ended June 30, 2012. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, LSSNE 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, LSSNEF charged the Organizations a custodial fee. The custodial fee charged to operations was \$60,487 for the year ended June 30, 2012.

c) The Organizations rents office space and various program sites from LSSNE under tenancy at will arrangements. The rent charged to operations for these program sites and office space amounted to approximately \$29,000 for the year ended June 30, 2012.

d) LCS transferred line of credit draw in the amount of \$300,000 to LSSNE, co-borrower, see Note 9 for details.

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

Due from Related Parties:

Lutheran Social Services of New England, Inc.	\$ 143,470
Lutheran Home of Southbury, Inc.	140,594
Lutheran Home of Worcester, Inc.	66,951
Luther Ridge at Middletown, Inc.	3,256
Lutheran Community Services - Creative Living, Inc.	1,971
Total	<u>\$ 356,242</u>

Due to Related Parties:

Lutheran Social Services of New England Foundation, Inc.	\$ 296,718
Good News Garage, Inc.	104,245
Total	<u>\$ 400,963</u>

LUTHERAN COMMUNITY SERVICES, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2012

**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 LSSNE. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations did not make contributions to the plan for the year ended June 30, 2012.

**NOTE 5    ACCOUNTS RECEIVABLE**

The accounts receivable balance consisted of the following at June 30, 2012:

Accounts Receivable - Program Services	\$ 3,234,098
Less: Allowance for Doubtful Accounts	<u>(56,701)</u>
Accounts Receivable, Net	<u>\$ 3,177,397</u>

**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.

**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. At June 30, 2012 approximately 90% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year then ended.

**Due from Related Parties**

The Organizations extend unsecured credit to its affiliates. The balance due from affiliates totaled \$356,242 at June 30, 2012.

**Beneficial Interest in Net Assets of Related Party**

The Organizations unsecured gifts, held by a related party, amounted to \$621,239 at June 30, 2012.

**Accounts Receivable**

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,177,397 at June 30, 2012.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**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 \$274,350 for the year ended June 30, 2012.

During November 2011, LCS deemed Building assets with a net book value of approximately \$76,000 and Building Improvements with a net book value of approximately \$138,000 to be held for sale, at this time depreciation of these assets were ceased. On June 29, 2012, the assets were sold and LCS recognized a loss on disposal. The loss of approximately \$145,000 is reflected under the caption "Loss on Disposal of Assets" on the Statement of Activities for the year ended June 30, 2012.

During March 2012, LCS deemed Land assets with a cost basis of approximately \$53,000 to be held for sale. On June 1, 2012, the asset was sold and LCS recognized a gain on disposal. The gain of approximately \$19,000 is reflected under the caption "Loss on Disposal of Assets" on the Statement of Activities for the year ended June 30, 2012.

**NOTE 8 MAINE MEDICAID LIABILITY**

LCS provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, LCS 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 \$268,000 at June 30, 2012. 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.

**NOTE 9 LINE OF CREDIT**

LCS and LSSNE have a joint line of credit agreement with Bank of America. The line of credit is payable on demand and has a limit of \$300,000. The line is collateralized by various business assets. The interest rate on the line of credit is prime plus 3% (6.25% at June 30, 2012). The line of credit has an outstanding balance of \$150,000 at June 30, 2012, and is recorded on the books of LSSNE.

LCS and LSSNE were not in compliance with the covenant requirements at June 30, 2012 on the Bank of America line of credit. However, the lender did not demand payment as is allowed under the agreement and the debt is currently classified as current on the books of LSSNE as the amount is due on demand.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 10 CONTRIBUTED LEASED PROPERTY**

Effective June 29, 2012 ("lease inception date") LCS ("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 \$69,000 as of June 30, 2012 and is reported in the caption "Building" in the Statement of Financial Position.

**NOTE 11 LONG TERM DEBT**

The Organizations are liable on long-term debt at June 30, 2012 as follows:

Note Payable

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 (7.1% at June 30, 2012). \$ 327,906

Mortgages

1st Mortgage payable to TD Bank in monthly principal and interest payments of \$3,558 maturing on December 17, 2014, with an interest rate of 5%, secured by all business assets. 407,121

Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by LCS at four locations, and guaranteed by LSSNE, with an interest rate of 7.7%, due August 2032. Monthly principal and interest payments of \$2,813. 340,537

Capital Lease Obligations

LCS is obligated under various capital lease agreements for equipment and motor vehicles, expiring from 2013 through 2015, with a combined monthly payment of approximately \$3,900 with interest rates ranging from approximately 4% to 8%. 99,743

Total 1,175,307

Less: Current Maturities (76,735)

Long-Term Debt, Net \$ 1,098,572



**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 11 LONG TERM DEBT (CONTINUED)**

Following are current maturities for the next five years:

<u>Year Ended June 30.</u>	<u>Current Maturities</u>
2013	\$ 76,735
2014	74,105
2015	401,565
2016	17,912
2017	19,079

Interest charged to operations for the above long-term debt amounted to \$105,063 for the year ended June 30, 2012.

**NOTE 12 DUE TO THIRD PARTY**

The Organizations are reflecting an estimated liability in the amount of \$43,059 at June 30, 2012, due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005. The liability is reflected on the Statement of Financial Position under the caption "Due to Third Party".

**NOTE 13 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 \$900,000 for the year ended June 30, 2012.

Future minimum lease payments under these agreements are as follows:

<u>Year Ended June 30.</u>	<u>Amount</u>
2013	\$ 472,753
2014	151,073
2015	115,313
2016	11,831
Total	<u>\$ 750,970</u>

**NOTE 14 CONSTRUCTION IN PROGRESS**

As of June 30, 2012, the Organizations capitalized \$30,000 for the deposit on database development to be completed in fiscal year 2013. The Organizations placed into service \$91,000 of costs related to property renovations completed during the year.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 15 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.

LCS and LSSNE have entered into an equity sharing agreement related to four properties transferred from LSSNE to the LCS 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 LSSNE. 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.

LCS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on LCS's loss experience. In addition, LCS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. LCS's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2012 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 \$144,000. Management is unaware of any additional unasserted claims as of June 30, 2012, thus any financial impact related to such claims cannot be determined at this time.

**LUTHERAN COMMUNITY SERVICES, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2012**

**NOTE 16 FAIR VALUE MEASUREMENT**

The Organizations use fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. Fair value measurement is based on quoted market prices. 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, 2012:

	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
<b>Beneficial Interest in Net Assets of Affiliate</b>				
Cash Equivalents	\$ 621,239	\$ 621,239	\$ -	\$ -
Total	<u>\$ 621,239</u>	<u>\$ 621,239</u>	<u>\$ -</u>	<u>\$ -</u>

**NOTE 17 LITIGATION**

Various claims have been filed against the Organizations with discrimination commissions. In addition, the Organizations are involved in various lawsuits. The Organizations are vigorously defending those claims and suits, and the likelihood of a favorable or unfavorable outcome cannot be determined at this time, accordingly, no provision has been recorded in the financial statements. Management contends that insurance coverage applies in most instances with a deductible on the applicable policy of \$10,000.

**Lutheran Community Services, Inc.**  
**14 East Worcester Street, Suite 300, Worcester, MA 01604**  
**Phone 774-243-3900 – Fax 508-519-5908**

**Board of Directors**  
**2012 – 2013**

All directors were elected to one year terms to begin July 1, 2012 and to remain in effect until the next annual meeting.

Jeff Kinney, Chair  
Garth Greimann, Financial Secretary  
Karen Gaylin, Secretary  
Angela Bovill  
Don Sweet  
The Rev. Carl J. Anton  
Gail Bucher  
William Swanson  
David Forsberg



## **Lutheran Social Services of New England Mission Statement and Values**

### **Mission Statement**

In response to Christ's love, Lutheran Social Services of New England serves and cares for people in need.

### **Values**

In response to Christ's love, Lutheran Social Services of New England invites people of good will to join in our mission.

Affirms the worth of each person

Promotes a caring and respectful workplace

Excels in service through its employees and volunteers

Practices good stewardship of its resources

Advocates for social justice

*In response to Christ's love, Lutheran Social Services serves and cares for people in need.*

**IX. Budget Form and Budget  
 Justification**

**New Hampshire Refugee Social Services #13-OMHRA-RSS-5  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** Lutheran Community Services, Inc.

**Budget Period:** 10/1/12 to 6/30/13

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 81,448.00	\$ -	\$ 81,448.00	
2. Employee Benefits	\$ 18,326.00	\$ -	\$ 18,326.00	
3. Consultants	\$ 300.00	\$ -	\$ 300.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 332.00	\$ -	\$ 332.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 509.00	\$ -	\$ 509.00	
6. Travel	\$ 2,730.00	\$ -	\$ 2,730.00	
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,225.00	\$ -	\$ 1,225.00	
Postage	\$ 293.00	\$ -	\$ 293.00	
Subscriptions	\$ 73.00	\$ -	\$ 73.00	
Audit and Legal	\$ 1,268.00	\$ -	\$ 1,268.00	
Insurance	\$ 2,035.00	\$ -	\$ 2,035.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 59.00	\$ -	\$ 59.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ 15,903.00	\$ 15,903.00	
<b>TOTAL</b>	<b>\$ 111,598.00</b>	<b>\$ 15,903.00</b>	<b>\$ 127,501.00</b>	

Indirect As A Percent of Direct

14.25%

**New Hampshire Refugee Social Services #13-OMHRA-RSS-5  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** Lutheran Community Services, Inc.

**Budget Period:** 7/1/13 to 9/30/13

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 27,150.00	\$ -	\$ 27,150.00	
2. Employee Benefits	\$ 6,109.00	\$ -	\$ 6,109.00	
3. Consultants	\$ 100.00	\$ -	\$ 100.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 111.00	\$ -	\$ 111.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 169.00	\$ -	\$ 169.00	
6. Travel	\$ 910.00	\$ -	\$ 910.00	
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 408.00	\$ -	\$ 408.00	
Postage	\$ 97.00	\$ -	\$ 97.00	
Subscriptions	\$ 24.00	\$ -	\$ 24.00	
Audit and Legal	\$ 422.00	\$ -	\$ 422.00	
Insurance	\$ 678.00	\$ -	\$ 678.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Printing	\$ 20.00	\$ -	\$ 20.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ 5,301.00	\$ 5,301.00	
<b>TOTAL</b>	<b>\$ 37,198.00</b>	<b>\$ 5,301.00</b>	<b>\$ 42,499.00</b>	

Indirect As A Percent of Direct

14.25%

**Budget Justification—RSSP 10/1/12 to 6/30/13**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>Personnel</b>	\$30,750	\$81,448	\$30,750: Salaries covered by NH Charitable Foundation and Coastal Enterprises \$81,448: Please see the Staff List for a full accounting of personnel costs.
<b>Employee Benefits</b>		\$18,326	Benefits calculated at 22.5%
<b>Consultants</b>		\$300	Interpreter/Translation costs
<b>Equipment</b>		\$332	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Supplies</b>		\$509	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Travel</b>		\$2,730	6,500 miles at .42 per mile
<b>Occupancy</b>		\$3,000	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Telephone</b>		\$1,225	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Postage</b>		\$293	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Subscriptions</b>		\$73	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Audit and Legal</b>		\$1,268	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Insurance</b>		\$2,035	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Printing</b>		\$59	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Total Direct Charges</b>	\$30,750	\$111,598	
<b>Indirect Costs</b>		\$15,903	Indirect is calculated at 14.25%. Administration and support (management and general) costs are aggregated by the Parent organization (LSSNE) and allocated to its subsidiaries and programs annually. These costs include expenditures related to the executive management of the organization, general financial reporting and record keeping, business management, payroll and benefit administration as well as other supportive service expenses. At no time do these expenditures include the cost of direct supervisory staff (budgeted directly by the program) or fund-raising expense. LSSNE models its allocation on guidance provided in OMB Circular A-122. While it does not conform exactly to one of the four methods



			<p>listed in the UFR preparation guide, the management and general expenses are allocated using a two tiered approach which most closely mirrors the Modified Direct Method of allocation. First, all allowable overhead is separated based upon total direct salary and wages across all service lines of LSSNE. Currently, that includes Nursing Homes, Housing Facilities, Good News Garage, In-Home Care, Services for New Americans, Disability Services and Child and Family Services. A second allocation is then performed that assigns each entity or program within the service lines its proportionate share of cost based upon direct, allowable budgeted expense. Any budgeted expenses that can distort the true cost of administering the entity or program are excluded from the distribution percentage. Examples of these items are: client and caregiver reimbursement or stipends, client allowances, expenses related to in-kind service or any other items that would inflate the budgeted expenses of the reporting division.</p>
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**Budget Justification—RSSP 7/1/13 to 9/30/13**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>Personnel</b>	\$5,250	\$27,150	\$30,750: Salaries covered by NH Charitable Foundation and Coastal Enterprises \$81,448: Please see the Staff List for a full accounting of personnel costs.
<b>Employee Benefits</b>		\$6,109	Benefits calculated at 22.5%
<b>Consultants</b>		\$100	Interpreter/Translation costs
<b>Equipment</b>		\$111	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Supplies</b>		\$169	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Travel</b>		\$910	2,167 miles at .42 per mile
<b>Occupancy</b>		\$1,000	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Telephone</b>		\$408	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Postage</b>		\$97	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Subscriptions</b>		\$24	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Audit and Legal</b>		\$422	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.

Lutheran Community Services, Inc.  
 Refugee Social Services Program RFP #13-OMHRA-RSS-5

<b>Insurance</b>		\$678	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Printing</b>		\$20	Represents the portion for the Refugee Social Services Program (11%) in the overall program budget (which has several cost centers) for Services for New Americans of LSS.
<b>Total Direct Charges</b>	\$5,250	\$37,198	
<b>Indirect Costs</b>		\$5,301	Indirect is calculated at 14.25%. Administration and support (management and general) costs are aggregated by the Parent organization (LSSNE) and allocated to its subsidiaries and programs annually. These costs include expenditures related to the executive management of the organization, general financial reporting and record keeping, business management, payroll and benefit administration as well as other supportive service expenses. At no time do these expenditures include the cost of direct supervisory staff (budgeted directly by the program) or fund-raising expense. LSSNE models its allocation on guidance provided in OMB Circular A-122. While it does not conform exactly to one of the four methods listed in the UFR preparation guide, the management and general expenses are allocated using a two tiered approach which most closely mirrors the Modified Direct Method of allocation. First, all allowable overhead is separated based upon total direct salary and wages across all service lines of LSSNE. Currently, that includes Nursing Homes, Housing Facilities, Good News Garage, In-Home Care, Services for New Americans, Disability Services and Child and Family Services. A second allocation is then performed that assigns each entity or program within the service lines its proportionate share of cost based upon direct, allowable budgeted expense. Any budgeted expenses that can distort the true cost of administering the entity or program are excluded from the distribution percentage. Examples of these items are: client and caregiver reimbursement or stipends, client allowances, expenses related to in-kind service or any other items that would inflate the budgeted expenses of the reporting division.

VIII. EXHIBIT B-1

New Hampshire Department of Health and Human Services, Office of Minority Health & Refugee Affairs

Staff List Form

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Lutheran Community Services, Inc.

Name of RFP: RFP #13-OMHRA-RSS-5

Budget Period: Oct 1, 2012 to June 30, 2013

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrtly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amt Funded by this contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Job Developer	TBA	\$14.42	40	\$22,500		\$22,500	Lutheran Community Services
Caseworker	Forkpah Sumo	\$14.89	8	\$4,636	\$18,544	\$23,180	Lutheran Community Services
Caseworker	Bhagirath Khaitwada	\$13.11	4	\$2,045	\$18,407	\$20,452	Lutheran Community Services
CO Instructor	TBA	\$14.42	40	\$22,500		\$22,500	Lutheran Community Services
Education Liaison	Jocelyn Eno	\$17.79	10	\$6,937	\$20,813	\$27,750	Lutheran Community Services
Bi-Cultural Liaison	Rup Timsina	\$12.98	8	\$4,050	\$16,200	\$20,250	Lutheran Community Services
Volunteer Coordinator	Elaine Kidd	\$14.58	12	\$6,818	\$15,908	\$22,726	Lutheran Community Services
Education-Empl. Specialist	Katherine Berube	\$14.58	10	\$5,681	\$17,044	\$22,725	Lutheran Community Services
Health Case Manager	Ann Hedges	\$14.42	2	\$1,125	\$21,375	\$22,500	Lutheran Community Services
Regional Support Admin	Cynthia Stewart	\$14.42	6	\$3,375	\$19,125	\$22,500	Lutheran Community Services
Program Manager	Augustin Nabaganyimana	\$22.84	2	\$1,781	\$33,844	\$35,625	Lutheran Community Services
Total Salaries by source				\$81,448	\$181,260	\$262,708	

**EXHIBIT B-1**

**New Hampshire Department of Health and Human Services, Office of Minority Health & Refugee Affairs**

**Staff List Form**

**COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Lutheran Community Services, Inc.

Name of RFP: RFP #13-OMHRA-RSS-5

Budget Period: July 1, 2013 to September 30, 2013

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amt Funded by this contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site*
Job Developer	TBA	\$14.42	40	\$7,500		\$7,500	Lutheran Community Services
Caseworker	Forkpah Sumo	\$14.89	8	\$1,545	\$6,181	\$7,726	Lutheran Community Services
Caseworker	Bhagirath Khatiwada	\$13.11	4	\$682	\$6,136	\$6,818	Lutheran Community Services
CO Instructor	TBA	\$14.42	40	\$7,500		\$7,500	Lutheran Community Services
Education Liaison	Jocelyn Eno	\$17.79	10	\$2,313	\$6,937	\$9,250	Lutheran Community Services
Bi-Cultural Liaison	Rup Timsina	\$12.98	8	\$1,350	\$5,400	\$6,750	Lutheran Community Services
Volunteer Coordinator	Elaine Kidd	\$14.58	12	\$2,272	\$5,302	\$7,574	Lutheran Community Services
Education-Empl. Specialist	Katherine Berrube	\$14.58	10	\$1,894	\$5,681	\$7,575	Lutheran Community Services
Health Case Manager	Ann Hedges	\$14.42	2	\$375	\$7,125	\$7,500	Lutheran Community Services
Regional Support Admin	Cynthia Stewart	\$14.42	6	\$1,125	\$6,375	\$7,500	Lutheran Community Services
Program Manager	Augustin Ntabaganyimana	\$22.84	2	\$594	\$11,281	\$11,875	Lutheran Community Services
Total Salaries by source				\$27,150	\$60,418	\$87,568	

Forkpah G. Sumo

**QUALIFICATIONS**

Being very sociable, I have interacted with a cross-section of people from different countries; I have participated in the hosting of American youth on Summer Trips to the Ivory Coast and was responsible for pick-ups from point of entry to destination. I have excellent communication skills both in English and French. I fully understand the cultural differences of incoming refugees and have respect for sensitive issues.

**EDUCATION**

1999-2003

Vocational Training Certificate in Business Data Processing  
Ecole Superieure De Technologies – EST – LOKO  
05 BP 671 Abidjan 05, Ivory Coast-West Africa

1995-1997

Diploma, Protestant Methodist Resource Center School System  
BP 736 Danane, Ivory Coast-West Africa

**EXPERIENCE**

July 2004 - Present

Lutheran Social Services, Concord, New Hampshire  
*Case Worker*

Assisted all aspects of refugee and placement, along with managing match grant and social service grants

*Pre-Arrival Specialist*

Set up apartments and met refugees at the airport.

March - June 2004

Production Staff, Demetry Group Incorporated Industries (DGI)

In charge of producing silt fences used for construction purposes. These fences were being distributed around the country and Canada. Used different types of tools to enhance the work process; such as air tools, rip saw, pointing and stitching machines.

**OTHER SKILLS**

Word processing, Excel, Access

**LANGUAGES**

English and French, written and spoken; Liberian, versed

**CERTIFICATE**

Medical Interpretation Certificate (2004)

**REFERENCES**

Available upon request

# Bhagirath Khatiwada

- Objective** To serve people in need making good use of proven skills and abilities
- Experience** **Case Worker**  
November 2010 – Present **Lutheran Social Services**, *Concord, NH*
- Help refugees resettle in their new home providing necessary services and daily case management.
  - Assist refugees in their daily living to make them self sufficient and integrate into the new society/community.
  - Coordinate with other stakeholders to make refugees' life successful.
- Experience** **Direct Support Professional**  
August 2009 - Present **Community Bridges**, *Concord, NH*
- Support individuals with developmental, physical and behavioral problems
  - Document progress at routine intervals
  - Interact with healthcare professionals, priests, and job developer officials
- Interpreter, Language Bank**  
January 2009 – October 2010 **Lutheran Social Services**, *Concord, NH*
- Assist individuals in confidential settings, including schools and healthcare facilities
  - Interact with healthcare professionals, government officials, social workers, etc.
- Flow Team Member**  
October 2008 – July, 2010 **Target Corporation**, *Concord, NH*
- Helping customers at need
  - Stocking merchandise, report any change, help maintain profitable environment,
  - Help maintain safe working environment, etc.
- Executive Director**  
May 2006 - October 2008 **Agile Adventure Treks & Expeditions**, *Kathmandu, Nepal*

**General Manager**

January 2003 - March 2008 **Columbus Treks & Expeditions,**  
*Kathmandu, Nepal*

**Social Studies Teacher**

August 2007 - July 2008 **Gems School, Kathmandu, Nepal**

**Social Studies Teacher**

October 1998 – July 2000 **Blooming Lotus English School,**  
*Jhapa, Nepal*

**Education**

**LNA Program, Concord, NH**

May 2009 – August 2009

**Tribhuvan University, Kathmandu, Nepal**

- Master's Degree, Rural Development, 2005
- Bachelor of Arts, English, Political Science and Economics, 2003

**Leadership and  
Community  
Involvement**

**Bhutanese Community of NH, Concord, Manchester and Laconia**

June 2010 – Present

- Co-founder and Member, Executive Committee
- Developing a non-profit organization to help approximately 2000 Bhutanese with daily case management and assistance.

**Volunteer Service**

- Initiated Nepali Learning Project in Concord to help Nepali speaking kids in Nepali language learning process with the objective of preserving and promoting Nepali language, Bhutanese culture, arts and heritage since May, 2011.
- Enrolled children in schools and colleges; taught English language and provided instruction on healthy living, social skills and educational opportunities in between 1996 to 2008 in Bhutanese Refugee Camp, Jhapa, Nepal.

## JOCELYN ENO

### EDUCATION

#### *Springfield College 2002 – 2005*

Bachelor of Science in Art Therapy with a Minor in Psychology  
Graduated Cum Laude

#### *Notre Dame College 2000 – 2002*

Psychology / Art

### RELEVANT WORK EXPERIENCE

#### *Lutheran Social Services of New England November 2007- Present*

##### **Educational Liason – Services for New Americans June 2012- Present**

- ▲ 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.

##### **Family Specialist- Therapeutic Family Connections November 2007 – May 2012**

- ▲ Provide intensive social work and case management services to children and families involved with The Division of Children Youth and Families (DCYF) of New Hampshire.
- ▲ Provide in-home therapeutic services for biological and foster families with children that struggle with behavioral, emotional, and developmental disabilities.
- ▲ Advocate for the children in both legal and academic environments to ensure their needs are met.
- ▲ Work closely with schools to jointly develop the client's Individual Education Plan (IEP) and monitor its progression.
- ▲ Develop and implement quantitative, measurable treatment plans for clients.
- ▲ Develop and implement transition plans and independent living skills for young adults aging out of the foster care system.
- ▲ Work closely with, and lead when necessary, comprehensive treatment teams to meet client needs.

#### *The Mental Heath Center of Greater Manchester September 2005 – December 2009*

##### **Residential Staff, Gemini House September 2005 – December 2009**

- ▲ Provide residential support services in a dual-diagnosis program for adults with mental illness and alcohol /substance abuse.
- ▲ Facilitate and organize therapeutic groups for clients targeting specific treatment goals.

##### **Family and Child Support Specialist September 2005- November 2007**

- ▲ Provide Functional Support Services (FSS) for children and adolescents with behavioral, emotional, and developmental disabilities.
- ▲ Responsible for organizing an off-site summer group program allowing clients to improve their coping and social skills in a safe and controlled environment.
- ▲ Act in a team leadership role by training new team members and interns.

### VOLUNTEER SERVICE

#### *Andreas Alumni September 2011 – Present*

##### **Scholarship Director**

- ▲ A founding board member of a 501(c) organization directed towards providing educational scholarships for youth involved with the Division of Children Youth and Families.

### CORE STRENGTHS AND ABILITIES

- Passionate, organized, motivated individual who can develop, articulate and implement a vision.
- Functions effectively in high crisis, high stress environments.
- Strong in problem solving, group facilitation, and empowerment of others.

*References provided upon request*



# 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

**Lutheran Social Services 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 5<sup>th</sup> 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

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## **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.

## **Elaine Pacheco Kidd**

**LSS Language Bank and Services for New Americans  
261 Sheep Davis Rd.  
Concord, NH 03301**

**Volunteer/Donations Community Education Coordinator 2010-present**

- **In charge of recruiting volunteers and donations**

**Caseworker 2009-2010**

- **Provide Basic services for refugee clients**

**Interpreter 2007-2010**

- **Legal and Medical**

**Merrimack Valley Middle School  
14 Allen St.  
Penacook, NH 03303**

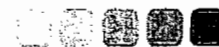
**Administrative Assistant 2007-2009**

- **In charge of morning attendance for students**
- **In charge of teacher attendance and substitute scheduling**
- **Answer phone calls and give information or direct to appropriate department for parents and others**
- **Assist Principal and Assistant Principal**

**Webster Elementary School  
937 Battle St.  
Webster, NH 03303  
Tel 648-2467**

**Spanish Teacher  
Para Professional  
Permanent Substitute 2005-2007**

- **Teach Spanish to 1st through 5<sup>th</sup> grades**
- **Work with literacy groups**
- **Work one on one with assigned special education students**
- **Substitute Teacher for building**



## Objective

Have a great desire to work against injustice happening on a globally on a local level. Committed to constantly learning both personally and professionally. See the importance of respecting our natural environment, and wisely taking advantage of its resources to help hurting people groups. Have great hope to help our society experience and appreciate the beauty and variety of other cultures.

## Experience

Education and Employment Specialist, Lutheran Social Services 2011-Present

Provide employment counseling and guidance to refugees. Assist in developing and implementing employment plans and decisions. Facilitate client access to community and state resources, including employment opportunities and/or services to assist clients in obtaining suitable employment and self-sufficiency. Provide English instruction for refugees and immigrants.

ESOL Instructor, Adult Learning Center 2010-Present

Teach advanced level classes for English language learners who are preparing for work or post-secondary education. Focus mainly on current events and cultural issues that are relevant to their daily lives.

Program Support Specialist, St. Joseph Community Services 2010-2011

Performed intake meetings with prospective clients who are interested in receiving Meals on Wheels. Sign up individuals for the program and develop a specialized schedule that will fit their individual needs and wants. In charge of the Hudson town senior center.

Case Manager, International Institute of NH 2008-2010

Organized the initial resettlement of refugees into the United States. Coordinated interpreters and resettlement team to work together towards successfully navigating the initial one hundred and eighty days of refugee resettlement.

## Education

Southern New Hampshire University 2007-Present

Undergraduate studies in International Business and Community Sociology.

Bridges TEFL 2005-2006

Received ESOL Teaching Certification to teach English as a Second Language.

## Skills

- Multicultural awareness with a high level of adaptability.
- Excellent communication skills and experience.
- Ability to work independently or on a management level with a team to meet project goals and deadlines.
- Proficient with juggling multiple tasks and working under pressure.
- Experience and success in Grant Writing.
- Broad industry experience includes Social Services, Teaching, and Administrative support.

# ANN HEDGES

## PROJECT AND CASE MANAGEMENT EXPERIENCE

**LUTHERAN SOCIAL SERVICES OF NEW ENGLAND**, Concord, NH *2012-Present*  
*Health Care Case Manager*

- Coordinate with NH Department of Health and Human Services and local community health centers to ensure all arriving refugees receive appropriate health screenings and exams
- Maintain relationships with local providers and stay abreast of education needs for both providers and refugee community. Participate in coordination of educational opportunities and provide education.

**LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH**, Laconia, NH *2011-2012*  
*Community Health Organizer*

- Developed strategic plan to increase and improve access to healthcare for refugees in Laconia; steps included educate community, educate providers, increase volunteers
- Coordinated first statewide immigrant integration conference in April 2012; over 150 participants, nationally recognized speakers, nine breakout sessions

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**, Concord, NH *2010-2011*  
*Emergency Preparedness and Operations Research Analyst, AmeriCorps Volunteer Program*

- Increased coordination between Emergency Services Unit and Office of Minority Health and Refugee Affairs to address emergency planning for linguistic minorities
- Coordinated partnerships for state-wide emergency preparedness initiative; included state officials, local emergency managers, non-profit agencies

**GEORGIA SOUTHERN UNIVERSITY HONORS PROGRAM**, Statesboro, GA *2007-2010*  
*Undergraduate Assistant*

- Developed and implemented Microsoft Access database to track student records and report student progress through the program
- Prepared information on honors program for Georgia Southern University annual report; included student retention rates and achievement statistics, program successes

## EDUCATION

**GEORGIA SOUTHERN UNIVERSITY**, Statesboro, GA *2006-2010*

- Bachelor of Business Administration in Economics, *Cum Laude*
- Honors thesis on competitive pricing in Medicare
- Public Relations Officer, United Student Honors Association
- Member, International Honors Society for Business and Economics

**LANGUAGE IMMERSION PROGRAM**, Segovia, Spain *Summer 2008*

- Lived with Spanish family; traveled to Salamanca, Avila, Madrid, Barcelona
- Course work conducted in Spanish; Spanish Culture, Literature and Language

**CONCORD COMMUNITY EDUCATION PROGRAM**, Concord, NH *Winter 2011*

- Introductory Arabic course

## COMPUTER SKILLS

- Microsoft Office Word, Excel, PowerPoint
  - SQL, Oracle and Access Databases
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## Cynthia L. Stewart

- Objective:** To obtain a Regional Support Administrator II position with Lutheran Social Services.
- Employment:** **Regional Support Administrator II (September 2011 – present)**  
Lutheran Social Services, Concord, NH
- Set up and maintained incoming client case files, submitted check requests for invoices received for clients, maintained petty cash drawer, completed deposits, aided in year end reconciliation of all client related financial accounts, set up utilities and phone for new clients, attended monthly PQI meetings, conducted internal PQI file reviews, ordered and maintained necessary office supplies.
- Case Management: (2010 – September 2011)**  
Lutheran Social Services, Concord, NH
- Caseworker for Services for New Americans, resettlement agency. Assisted refugees from all over the world in their resettlement process. Performed such duties as apartment set up, airport pick up, assisted clients in completing applications for such organization as Social Security, Department of Health and Human Services, WIC, School Enrollment, Fuel Assistance and the Department of Motor Vehicles. Conducted R&P Orientations for both large and small groups. Worked with utility companies setting up new accounts. Completed 30 Day Reports, Intake Interviews, and Resettlement Plans for clients. Worked with landlords, conducted Home Safety Inspections and participated in lease signings. Conducted file reviews.
- Sale Representative (1989 – 1999)**  
ABC Fabricators, Laconia, NH
- Outside sales representative for an electronics manufacturer. Actively sought new business while servicing existing customers. Area included New England with heaviest concentration of customers in Massachusetts and New Hampshire.
- Sales Representative (1988 – 1989)**  
Fabricated Circuits, Londonderry, NH
- Inside sales and customer service representative for a printed circuit board manufacturer. Assisted customers and vendors over

the phone and worked closely with the outside sales staff. Successfully trained and promoted to an outside sale position. Serviced large existing customer base and recruited new business.

**Bank Teller (1987)**

Rockingham County Trust, Salem, NH

Gained valuable work experience during college. Served as a customer service representative aiding customers in completing their various banking transactions. Successfully completed the Rockingham County Trust Company product training course.

**Education:**

B.S. Business Administration, May 1988  
University of New Hampshire, Durham, NH  
Cum laude

Major Courses Completed:

- |                          |                            |
|--------------------------|----------------------------|
| -Accounting              | -Financial Management      |
| -Economics               | -Business Statistics       |
| -Advertising & Promotion | -Operations Management     |
| -Marketing               | -Behavior in Organizations |

**Activities:**

Concord Multi Cultural Organization volunteer 2007 – present, Baker Free Library Book Club 2005 – present, assistant girls soccer coach 1999 – 2008, teacher's aid St. John's religious education class 2000 – 2008, Bow Elementary School class room volunteer, piano, kayaking, tennis, skiing, snowshoeing, and biking.

# **Augustin Ntabaganyimana**

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## **Lutheran Social Services**

Program Manager September 2008- Present

Duties: Oversee program operations including Case Management services, Employment, English Instruction, Vocational Training and Volunteer Programs. Involved in all aspects of personnel management including: recruitment, staff development, supervision and termination. Collaborate with private employers to develop vocational training programs for refugees and asylees. Present to the community about refugees/immigrant issues. Work with local banks and other local community development agencies to develop and implement financial literacy training for clients. Arrange Individual Development Accounts (IDA) workshops for refugees; work with the police and fire departments to develop safety training programs for immigrant populations.

## **Lutheran Social Services**

Matching Grant Coordinator July 2006- September 2008

Duties: Interpreted Matching Grant Guidelines in the way that program staff, volunteers and clients easily understand. Screened applicants to determine eligibility for the program and provided orientation to eligible candidates. Supervised Job Developers and completed reports. Issued maintenance assistance to clients, sanctioned uncooperative participants and communicated with the DHHS to prevent fraud in federal programs.

## **Lutheran Social Services**

Caseworker May 2004- July 2006

Duties: Referred clients to services in accordance with the Cooperative Agreement and Matching Grant Program guidelines. Developed resettlement plans for clients and monitored implementation. Brought refugees to medical and social services appointments, counseled refugees on issues related to their resettlement needs including medical, employment, family reunion and financial stability. Advocated for clients on as needed basis.

## **State of New Hampshire**

Mental Health Worker II April 2001- May 2004

Duties: Provided counseling to mentally ill patients (including a limited number of refugees/asylees), accompanied clients to medical appointments for therapies not provided in-house, wrote weekly and monthly progress reports on each patients' participation in meetings where psychiatrists, Medical Doctors and other Healthcare professionals made treatments decisions.

## **Education**

**University of New Hampshire** Masters of Public Administration 2012

**Rivier College** Bachelor of Science in Business Administration 2010

## **Professional Development**

Leadership Development Training, Concord Chamber of Commerce 2011

Leadership Development Training, Emerging Leaders in Communities of Color 2008

## **Community Involvement**

Concord Substance Abuse Coalition, Executive Committee Member

Central New Hampshire Region Transportation Council, Member

Concord Multicultural Coalition, Leadership Committee Member

State of New Hampshire Refugee Advisory Council, Participant

Laconia Refugee Connections Group, Participant

Concord Safety Foundation, Board Member



**Lutheran Social Services  
Job Description**

**Title:** Job Developer

**Reports To:** Program Manager

**Department:** New Americans Services

**Category:** Community Support

**Summary**

Provides employment counseling and guidance to refugees. Assists in developing and implementing employment plans and decisions. Facilitates client access to community and state resources, including employment opportunities and/or services to assist clients in obtaining suitable employment and self-sufficiency.

**Essential Responsibilities**

- Evaluates the aptitudes, interests, work skills, work experience, education, and/or degree of limitations of clients to identify and overcome barriers to employment.
- Coaches and prepares clients for finding suitable employment by developing job-search skills, effective presentation skills, and understanding of all services available in the community and state including cross-cultural support sources.
- Develops and maintains public relations with employers and community organizations through personal visits and telephone contacts in order to provide better services to clients.
- Support and manages the link between employers, and various organizations including but not limited to government agencies, business associations and other agencies and churches who may provide opportunities for clients to develop competencies, integrate learning and work, and to explore career possibilities.
- Documents all client encounters and contracts made on behalf of clients; completes and submits documentation as appropriate; maintains comprehensive client files, which may include documents held for safekeeping on behalf of the client.
- Conducts individual training on employment life skills. Facilitates interactive discussion groups as appropriate, which focus on self and employment management issues, which include information on benefits and other employment expectations/issues.
- Facilitates client access to other resources, including referral to recreational activities, housing, food, clothing, and school/vocational opportunities or services.
- Promotes program through community networking; participates in recruitment of volunteer tutors and facilitators who are involved in the employment and settlement skills development training.
- Perform other related duties incidental to the work described herein to assist in meeting the goals of LSS and the department.

## Qualifications

- Associate's Degree required, Bachelor's Degree in relevant discipline preferred.
- Two years of related experience preferred.
- Acceptable driving record check, valid driver's license, and an acceptable criminal background check.
- Must be willing to travel and scheduling flexibility required.
- Ability to work within the Mission of the organization, "In response to Christ's love, Lutheran Social Services of New England serves and cares for people in need."
- Ability to speak another language a plus.
- Good oral and communication skills and ability to handle situations with diplomacy and tact.
- Must be well organized, able to multi-task and attention to detail a must.
- Computer skills required.

I have read the above job description and I understand the requirements.

Employee Name Printed \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

HR/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Lutheran Social Services  
Job Description**

**Title:** Cultural Orientation Instructor

**Reports To:** Program Manager

**Department:** Services for New Americans

**Category:** Education and Training

**Summary**

Provides Cultural Orientation (CO) instruction for refugees. The CO Instructor is responsible for the day-to-day class preparation, instruction, assessment, supervision and general administrative function. The goal is to teach refugees a wide variety of cultural orientation topics so that they can adjust and integrate into their new communities. Self-sufficiency is promoted through CO classes.

**Essential Responsibilities**

- Documentation must be completed and maintained at all times in accordance with contractual standards and must be done in a timely manner.
- Progress and other administrative reports filed according to program procedures and according to deadline.
- Maintain client database and case records, including case notes and filing reports according to program procedures.
- Assessments must be conducted to accurately adjust training content to meet participant needs and match their skill level.
- Design and maintain CO model format and training framework.
- Lesson plans must be well organized and appropriate to the skill level and needs of the students.
- Instruction must enhance the integration readiness and skill of the participants.
- Responsible for maintaining classes that refugee participants rate as informative.
- Create and/or identify written training materials for participants.
- Create and/or identify CO facilitator materials.
- Restricted funding sources and rapidly changing political and regulatory requirements necessitate a creative approach to the delivery of services; innovation and creativity required.
- On-going education required to maintain professional standards and best practices in adult learner education.
- Locate training space and identify resources needed.
- Promotes program through community networking; participates in relationships with other refugee programs and participates in recruiting and public/external community events to promote program. Recruits community speakers for training sessions.
- Perform other related duties incidental to the work described herein to assist in meeting the goals of LSS and the department.

**Qualifications**

- Bachelor's Degree and ESOL certificate required. Two years teaching experience preferred. Master's Degree in ESOL may be substituted for experience.

- Acceptable driving record check, valid driver's license, and an acceptable criminal background check.
- Ability to work within the Mission of the organization, "In response to Christ's love, Lutheran Social Services of New England serves and cares for people in need."
- Ability to maintain /meet professional credentials/ teaching certificate.
- Must be comfortable teaching and facilitating learning with a group of people.
- Ability to work in multi-cultural/multi-lingual environment and be sensitive to international issues.
- Must be well organized, able to multi-task, prioritize, and attend to detail.
- Ability to work as a team member and independently.
- Must be willing to travel and scheduling flexibility required.
- Excellent oral and communication skills and ability to handle situations with diplomacy and tact.
- Must be well organized, able to multi-task and attention to detail a must.
- Computer skills required.

I have read the above job description and I understand the requirements.

Employee Name Printed \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

HR/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_