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

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Associate
Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
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May 25, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Health Equity to enter into agreements with the vendors listed below for Targeted Assistance-Discretionary to provide employment and and social services for refugees in New Hampshire in an amount not to exceed \$450,000, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2017, and are anticipated to be available in State Fiscal Years 2018, 2019, and 2020 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further Governor and Executive Council approval.

Vendor Name	Vendor Number	Vendor Address	Contract Amount
Ascentria Community Services, Inc.	222201, B001	261 Sheep Davis Road, Suite A-1 Concord, NH 03301	\$210,000
International Institute of New England, Inc.	177551, B001	2 Boylston Street, 3 rd Floor Boston, MA 02116	\$120,000
Organization for Refugee and Immigration Success	231034, B001	434 Lake Avenue, 2nd Floor Manchester, NH 03103	\$120,000
Total Amount			\$450,000

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

State Fiscal Year	Class	Class Title	Activity Code	Budget
2017	102-500731	Contracts for Program Services	42200016	\$58,097
2018	102-500731	Contracts for Program Services	42200016	\$174,170
2019	102-500731	Contracts for Program Services	42200016	\$174,170
2020	102-500731	Contracts for Program Services	42200016	\$43,563
			Contract Total	\$450,000

Fiscal Detail

Ascentria Community Services, Inc.

State Fiscal Year	Class / Account	Class Title	Activity Code	Current Budget
2017	102/500731	Contracts for Program Services	42200016	\$27,097.00
2018	102/500731	Contracts for Program Services	42200016	\$81,290.00
2019	102/500731	Contracts for Program Services	42200016	\$81,290.00
2020	102/500731	Contracts for Program Services	42200016	\$20,323.00
		Sub Total		\$210,000.00

International Institute of New England, Inc.

State Fiscal Year	Class / Account	Class Title	Activity Code	Current Budget
2017	102/500731	Contracts for Program Services	42200016	\$15,500.00
2018	102/500731	Contracts for Program Services	42200016	\$46,440.00
2019	102/500731	Contracts for Program Services	42200016	\$46,440.00
2020	102/500731	Contracts for Program Services	42200016	\$11,620.00
		Sub Total		\$120,000.00

Organization for Refugee and Immigrant Success

State Fiscal Year	Class / Account	Class Title	Activity Code	Current Budget
2017	102/500731	Contracts for Program Services	42200016	\$15,500.00
2018	102/500731	Contracts for Program Services	42200016	\$46,440.00
2019	102/500731	Contracts for Program Services	42200016	\$46,440.00
2020	102/500731	Contracts for Program Services	42200016	\$11,620.00
				\$120,000.00

Total **\$450,000.00**

EXPLANATION

The purpose for this request is to address social adjustment factors to help refugees support, achieve, and maintain economic self-sufficiency, by providing services that include: (1) outreach using staff who speak the same languages as the target populations, are from or familiar with, the countries of origin or first asylum, and are based in the local communities where refugees reside; (2) wraparound case management assistance that incorporates social service linkage, transportation, and childcare coordination with employment skills training and job procurement; (3) cultural orientation that frames subjects in the experience of newly arrived refugees and accommodates their limited previous familiarity with certain institutions and social norms; (4) accompanied job search, placement, and retention assistance that is person-centered and lasts beyond the date-of-hire; and (5) evidence-based peer support instruction and one-on-one pairings with refugees to address refugee confusion, loss, and empowerment.

The project goal is to achieve the following three-year outcomes:

1. Refugees' average hourly wages at six (6) months from the time of arrival will increase from \$9.98 (FY 2015) to \$11.00 (FY2017).
2. Ninety (90) percent of refugees will show ESOL improvement of at least one (1) proficiency level at six (6) months from enrollment in the project.
3. An estimated eighty (80) percent of refugees will experience reduction or termination of RCA or TANF assistance after three (3) months of TAG-D involvement.
4. Eighty-five (85) percent of refugees will express improved comfort in place from cultural orientation program.

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

This contract was competitively bid. A Request for Proposals was available on the Department of Health and Human Services' web site from November 10, 2016 through December 8, 2016. Four (4)

proposals were received in response to the Request for Proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. The three (3) highest scoring vendors were funded. The Bid Summary is attached.

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

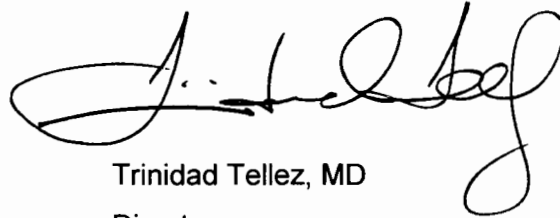
Should the Governor and Executive Council not authorize this Request, refugees may be left without adequate support to achieve and maintain employment.

Area Served: Statewide.

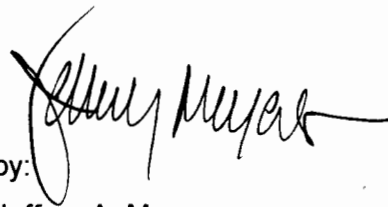
Source of Funds: 100% Federal Funds. CFDA #93.576 U.S. Department of Health and Human Services, Administration for Families and Children, FAIN #90RT0199.

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

Respectfully Submitted,



Trinidad Tellez, MD
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Refugee Targeted Assistance -
Discretionary Grant

RFP Name

#RFP-2017-OMHRA-02-Refug

RFP Number

Bidder Name

1. Ascentria Community Services, Inc.
2. Bhutanese Community of NH
3. International Institute of NE, Inc.
4. Organization for Refugee and Immigrant Success (ORIS)

Reviewer Names

1. Trinidad Tellez, Sysytem Specialist, Minority Health, Tech
2. Barbara Seebart, Program Specialist IV, Minority Health, Tech
3. Anela Kruscica, Program Specialist III, Minority Health, Tech
4. Shawn Barry, Program Specialist III, Minority Health Refugee Prog, Cost
5. Laura McGlashan, NH State Refugee Health Coordinator, Cost
6. _____

Pass/Fail	Maximum Points	Actual Points
	190	176
	190	98
	190	152
	190	168

Subject: Refugee Targeted Assistance - Discretionary Grant, RFP#2017-OMHRA-02-Refug-01(Ascentria)

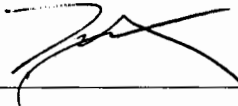

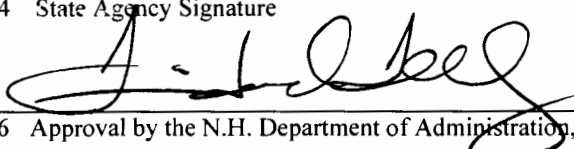
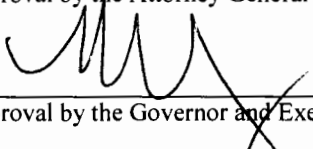
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 261 Sheep Davis Road, Suite A-1 Concord, NH 03301	
1.5 Contractor Phone Number 603.224.8111	1.6 Account Number: 05-095-042-422010- 79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$210,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603.271.9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tim Johnstone, Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/3/2017</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  Jessica Bond			
1.13.2 Name and Title of Notary or Justice of the Peace Jessica Bond, Notary Public, New Hampshire			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>Megan Yedle - Attorney</u> <u>6/2/17</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Handwritten signature and date: 4/3/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.
- 1.5. **Covered Populations and Services**
 - 1.5.1. Refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. Refugees in the following categories will receive service priority:
 - 1.5.1.1. New arrivals in their first year in the U.S.;
 - 1.5.1.2. Refugee Cash and TANF recipients;
 - 1.5.1.3. Unemployed refugees; and
 - 1.5.1.4. Employed refugees in need of Cultural Orientation services.

2. Scope of Services

- 2.1. The central purpose of the Targeted Assistance Grant (TAG D) is to assist refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States through comprehensive Cultural Orientation that will address social adjustment factors.
- 2.2. To achieve this goal, the Contractor shall provide Cultural Orientation training and other services that will prepare refugees for self-sufficiency and skill building in the United States. To create more opportunities for refugees' successful integration into United States socioeconomic systems, training may include mentoring, peer support, volunteer engagement and English instruction (ESOL).
- 2.3. The Contractor shall provide Cultural Orientation including, but not limited to the following:



4/3/17



Exhibit A

- 2.3.1. Providing a minimum of twelve (12) hours per week of Cultural Orientation instruction to new arrivals for four (4) to six (6) weeks.
 - 2.3.2. Using ESOL curriculum when possible to convey curriculum.
 - 2.3.3. Providing interpreter services to convey curriculum as needed.
 - 2.3.4. Ensuring class attendance of unemployed new arrivals and Refugee Cash Assistance recipients.
 - 2.3.5. Prioritizing new arrivals and public assistance recipients.
 - 2.3.6. Accommodating refugee arrivals by offering rolling enrollment.
 - 2.3.7. Offering Cultural Orientation at easy to access sites.
 - 2.3.8. Administering and maintaining Cultural Orientation assessments by using Contractor preferred instruments, as approved by the Department.
 - 2.3.9. Training and engaging volunteers to provide supplementary Cultural Orientation services.
 - 2.3.10. Utilizing existing organizational resources to conduct outreach, enrollment and retention activities.
 - 2.3.11. Developing comprehensive Cultural Orientation curriculum that must include, but is not limited to:
 - 2.3.11.1. Role of the Resettlement Agency;
 - 2.3.11.2. Rights and Responsibilities;
 - 2.3.11.3. Housing;
 - 2.3.11.4. Employment;
 - 2.3.11.5. Schools and Education;
 - 2.3.11.6. English Language Learning;
 - 2.3.11.7. Money Management;
 - 2.3.11.8. Geographically Specific Services;
 - 2.3.11.9. Benefits;
 - 2.3.11.10. Transportation;
 - 2.3.11.11. Cultural Adjustment and Mental Wellness;
 - 2.3.11.12. Healthcare;
 - 2.3.11.13. Pathway to Citizenship;
 - 2.3.11.14. Nutrition; and
 - 2.3.11.15. Consumer Skills.
- 2.4.** The Contractor shall work collaboratively with key stakeholders throughout the project period.


4/3/17



Exhibit A

3. Staffing

3.1. The Contractor shall provide adequate staff assigned to this program, either in-house or through subcontracts. Any sub-contracted staff must be identified as such by the Contractor. New Hampshire Office of Health Equity reserves the right, with thirty (30) days advance notice, to disallow subcontractor use when the subcontractor's handling of staffing concerns is not satisfactory to New Hampshire Office of Health Equity. New Hampshire Office of Health Equity reserves the right to remove any contracted employee from the program for unsatisfactory services.

4. Performance Measures/Deliverables

- 4.1. The Contractor shall maintain test results, attendance records and progress reports in student/client files.
- 4.2. The Contractor shall ensure files are available for Trimester (three times yearly reporting) and review by State Refugee Coordinator during annual monitoring and at other unscheduled times.
- 4.3. The Contractor shall submit Trimester Reports as directed by the Office of Minority Health and Refugee affairs.
- 4.4. The Contractor shall provide Progress Reports that summarize project outcomes. Progress Report due dates align with the trimester reporting periods outlined by the Federal Office of Refugee Resettlement. Progress reports must include benchmarks reached, barriers to reaching benchmarks and solutions to barriers experienced in the previous trimester. If the barriers warrant a change in the original project plan, then the vendor must propose the change in services or work processes to the Department before moving forward with the proposed changes.

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 - 01/31/2017	02/15/2017
02/01/2017 - 05/31/2017	06/15/2017
06/01/2017 - 09/30/2017	10/15/2017
10/01/2017 - 01/31/2018	02/15/2018
02/01/2018 - 05/31/2018	06/15/2018
06/01/2018 - 09/30/2018	10/15/2018
10/01/2018 - 01/31/2019	02/15/2019
02/01/2019 - 05/31/2019	06/15/2019
06/01/2019 - 09/30/2019	10/15/2019

[Handwritten Signature]
 4/3/17



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.576, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 90RT019901.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 through Exhibit B-4.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:
Department of Health and Human Services
Office of Health Equity
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if

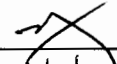

9/3/17



Exhibit B

the said services have not been completed in accordance with the terms and conditions of this Agreement.

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

Exhibit B-1 - Budget Form
3/1/17 - 6/30/17

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: TAG-Discretionary

Budget Period: 3/1/17 through 6/30/17

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 11,056	\$ -	\$ -	\$ -	\$ 11,056	\$ -	\$ 11,056
2. Employee Benefits	\$ 2,909	\$ -	\$ -	\$ -	\$ 2,909	\$ -	\$ 2,909
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 250	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ 250
6. Travel	\$ 1,064	\$ -	\$ -	\$ -	\$ 1,064	\$ -	\$ 1,064
7. Occupancy	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 750	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750
Postage	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100
Insurance	\$ 160	\$ -	\$ -	\$ -	\$ 160	\$ -	\$ 160
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125
12. Subcontracts/Agreements	\$ 1,667	\$ -	\$ -	\$ -	\$ 1,667	\$ -	\$ 1,667
13. Other (interpreters)	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
TOTAL	\$ 23,631	\$ 3,467	\$ -	\$ -	\$ 23,631	\$ 3,467	\$ 27,097
Indirect As A Percent of Direct		14.67%					

Contractor Initials
Date 4/3/17

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: TAG-Discretionary

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect	Fixed	Direct Incremental	Indirect	Fixed	Direct Incremental	Indirect	Fixed
1. Total Salary/Wages	\$ 33,167	\$ -	\$ -	\$ 33,167	\$ -	\$ -	\$ 33,167	\$ -	\$ -
2. Employee Benefits	\$ 8,727	\$ -	\$ -	\$ 8,727	\$ -	\$ -	\$ 8,727	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700	\$ -	\$ -	\$ 700	\$ -	\$ -	\$ 700	\$ -	\$ -
6. Travel	\$ 3,996	\$ -	\$ -	\$ 3,996	\$ -	\$ -	\$ 3,996	\$ -	\$ -
7. Occupancy	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ 3,000	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -	\$ -
Postage	\$ 150	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ 150	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ 300	\$ -	\$ -
Insurance	\$ 475	\$ -	\$ -	\$ 475	\$ -	\$ -	\$ 475	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 375	\$ -	\$ -	\$ 375	\$ -	\$ -	\$ 375	\$ -	\$ -
12. Subcontracts/Agreements	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ -	\$ -
13. Other (interpreters):	\$ 9,000	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ 9,000	\$ -	\$ -
TOTAL	\$ 70,850	\$ 10,400	\$ 10,400	\$ 81,250	\$ -	\$ -	\$ 70,850	\$ 10,400	\$ 10,400
			14.67%						

Indirect As A Percent of Direct

Contractor Initials

4/3/17
Date

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: TAG-Discretionary

Budget Period: 7/1/18 through 6/30/19

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 33,167	\$ -	\$ -	\$ -	\$ 33,167	\$ -	\$ 33,167
2. Employee Benefits	\$ 8,727	\$ -	\$ -	\$ -	\$ 8,727	\$ -	\$ 8,727
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ 2,500
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700	\$ -	\$ -	\$ -	\$ 700	\$ -	\$ 700
6. Travel	\$ 3,996	\$ -	\$ -	\$ -	\$ 3,996	\$ -	\$ 3,996
7. Occupancy	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 3,000
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
Postage	\$ 150	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ 150
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300
Insurance	\$ 475	\$ -	\$ -	\$ -	\$ 475	\$ -	\$ 475
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 375	\$ -	\$ -	\$ -	\$ 375	\$ -	\$ 375
11. Staff Education and Training	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
12. Subcontracts/Agreements	\$ 9,000	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 9,000
13. Other (interpreters)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,890	\$ 10,400	\$ -	\$ -	\$ 70,890	\$ 10,400	\$ 81,290

Indirect As A Percent of Direct 14.67%

Contractor Initials [Signature] Date 4/3/19

Exhibit B-4 - Budget Form
7/11/19-9/30/19

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

Bidder/Program Name: Ascentria Community Services, Inc.
Budget Request for: TAG-Discretionary

Budget Period: July 2019 - September 2019

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 8,292	\$ -	\$ -	\$ -	\$ 8,292	\$ -	\$ 8,292
2. Employee Benefits	\$ 2,182	\$ -	\$ -	\$ -	\$ 2,182	\$ -	\$ 2,182
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 375	\$ -	\$ -	\$ -	\$ 375	\$ -	\$ 375
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:							
Educational	\$ 625	\$ -	\$ -	\$ -	\$ 625	\$ -	\$ 625
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175	\$ -	\$ -	\$ -	\$ 175	\$ -	\$ 175
6. Travel	\$ 999	\$ -	\$ -	\$ -	\$ 999	\$ -	\$ 999
7. Occupancy	\$ 750	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750
8. Current Expenses							
Telephone	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
Postage	\$ 38	\$ -	\$ -	\$ -	\$ 38	\$ -	\$ 38
Subscriptions	\$ 75	\$ -	\$ -	\$ -	\$ 75	\$ -	\$ 75
Audit and Legal	\$ 119	\$ -	\$ -	\$ -	\$ 119	\$ -	\$ 119
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 95	\$ -	\$ -	\$ -	\$ 95	\$ -	\$ 95
12. Subcontracts/Agreements	\$ 1,250	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250
13. Other (Interpreters):	\$ 2,250	\$ -	\$ -	\$ -	\$ 2,250	\$ -	\$ 2,250
TOTAL	\$ 17,723	\$ 2,600	\$ -	\$ -	\$ 17,723	\$ 2,600	\$ 20,323

Indirect As A Percent of Direct 14.67%

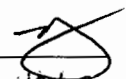
Contractor Initials
4/3/17
Date



SPECIAL PROVISIONS

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

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


4/13/17



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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


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

[Handwritten Signature]
9/3/12



REVISIONS TO GENERAL PROVISIONS

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


4/13/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

4/3/17

New Hampshire Department of Health and Human Services
Exhibit D



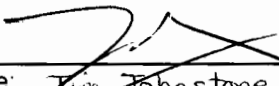
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Ascentria Community Services, Inc.

4/3/17
Date


Name: Tim Johnstone
Title: Executive Vice President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Ascentria Community Services, Inc.*

4/3/17
Date


Name: *Tim Johnstone*
Title: *Executive Vice President*



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

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

INSTRUCTIONS FOR CERTIFICATION

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


4/3/17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascentria Community Services, Inc.

Date 4/3/17


Name: Tim Johnstone
Title: Executive Vice President



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

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

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

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

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

Exhibit G

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

Contractor Initials

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

Date

4/3/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Ascentria Community Services, Inc.

4/3/17
Date

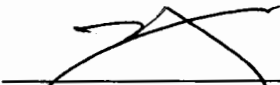

Name: Tim Johnstone
Title: Executive Vice President

Exhibit G

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

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc.

4/3/17
Date



Name: Tim Johnstone
Title: Executive Vice President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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


Date 4/3/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

DHHS
 The State
[Signature]
 Signature of Authorized Representative
Trinidad Tellez
 Name of Authorized Representative
Director
 Title of Authorized Representative
5/30/17
 Date

Ascentria Community Services, Inc.
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Tim Johnstone
 Name of Authorized Representative
Executive Vice President
 Title of Authorized Representative
4/3/17
 Date



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

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

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

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


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

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

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

Contractor Name: Ascentria Community Services, Inc.

4/3/17
Date


Name: Tim Johnstone
Title: Executive Vice President



FORM A

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

1. The DUNS number for your entity is: 965875664
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

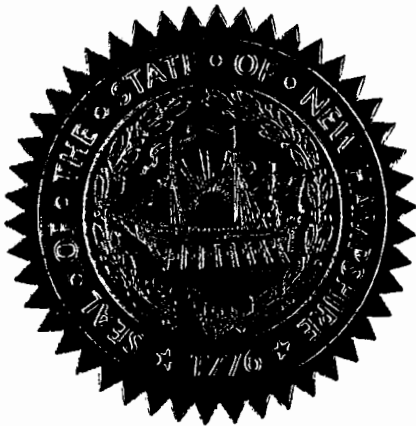
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

[Signature]
4/3/17

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Ascentria Community Services, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on June 13, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May, A.D. 2016

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

William M. Gardner
Secretary of State

EXHIBIT D
CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the Ascentria Community Services, Inc.

(name of corporation)

held on September 21, 2015 Directors were present or waived notice,
(date)

it was voted that Tim Johnstone, Executive VP of this company be and
(officer and title)

hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

[Signed]
Ascentria Community Services, Inc.
[Company Name and Address]
14 East Worcester St, Suite 300
Worcester, MA 01604

I hereby certify that I am the Clerk of the Ascentria Community Services, Inc.
(Title) (Name of Corporation)

that Tim Johnstone is the duly elected Executive Vice President
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

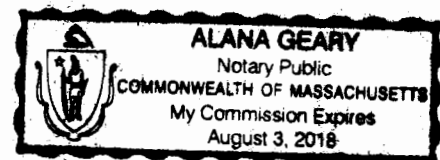
Signature: *Elena Ketnouvong*
Name/Title: Elena Ketnouvong, Clerk
Date: April 3, 2017
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this 3rd day of April, 2017, before me the undersigned notary public, personally appeared Elena Ketnouvong, who proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Alana Geary
Notary Public
My commission expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2017

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

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

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

COVERAGES **CERTIFICATE NUMBER:** Master Cert 5 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1552687	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1552687	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB556695	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-611-262252-016	10/1/2016	10/1/2017	PER STATUTE OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ascentria Community Services, Inc.

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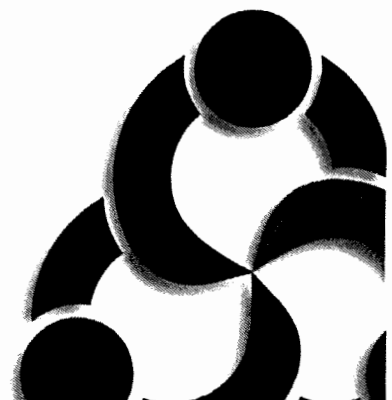


Mission statement:

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

Vision statement:

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



ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2016 AND 2015

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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YEARS ENDED JUNE 30, 2016 AND 2015**

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CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statements of financial positions as of June 30, 2016 and 2015, and the related consolidated statements of activities, changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Ascentria Community Services, Inc. and Subsidiary as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 15, 2016

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

ASSETS	2016	2015
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 69,841	\$ 872,153
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,550,336	3,839,947
Prepaid Expenses	73,588	127,002
Assets Held for Sale	-	349,500
Total Current Assets	3,693,765	5,188,602
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	766,424	599,095
PROPERTY AND EQUIPMENT		
Land	45,314	27,196
Building	85,798	268,280
Building Improvements	869,173	159,393
Leasehold Improvements	234,664	721,402
Furniture and Equipment	232,050	232,877
Vehicles	264,561	244,951
Equipment Held Under Capital Lease	438,600	408,032
Computer Equipment and Software	143,313	143,313
Total	2,313,473	2,205,444
Less: Accumulated Depreciation	1,496,599	1,624,750
Total Property and Equipment, Net	816,874	580,694
DUE FROM RELATED PARTIES	522,666	327,617
OTHER ASSETS		
Deposits	58,546	49,996
Construction in Progress	84,708	12,000
Total Other Assets	143,254	61,996
Total Assets	\$ 5,942,983	\$ 6,758,004

See accompanying Notes to Consolidated Financial Statements.

LIABILITIES AND NET ASSETS	<u>2016</u>	<u>2015</u>
CURRENT LIABILITIES		
Long-Term Debt - Current Maturities	\$ 31,404	\$ 37,707
Accounts Payable	520,858	562,317
Accrued Expenses	999,243	1,473,429
Deferred Revenue	170,711	127,617
Due to the State of Maine	14,137	317,999
Due to Third Party	232	43,291
Total Current Liabilities	<u>1,736,585</u>	<u>2,562,360</u>
 LONG-TERM DEBT, Net of Current Maturities	 538,943	 913,319
 Total Liabilities	 2,275,528	 3,475,679
 NET ASSETS		
Unrestricted	2,833,644	2,626,083
Temporarily Restricted	833,811	656,242
Total Net Assets	<u>3,667,455</u>	<u>3,282,325</u>
 Total Liabilities and Net Assets	 <u>\$ 5,942,983</u>	 <u>\$ 6,758,004</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
UNRESTRICTED NET ASSETS		
REVENUE		
Program Service Revenue		
Public Sources	\$ 31,563,506	\$ 32,522,034
Private Sources	3,875,330	3,688,751
Total Program Service Revenue	35,438,836	36,210,785
OTHER INCOME		
Net Assets Released from Restriction Used for Operations	263,494	133,187
Other Income	354,585	578,667
Total Other Income	618,079	711,854
 Total Revenue	 36,056,915	 36,922,639
EXPENSES		
Salaries and Wages	18,097,064	17,349,508
Employee Benefits	3,834,421	3,615,907
Program Expenses	5,246,892	7,235,942
Professional Fees	86,566	80,337
Occupancy Costs	1,847,895	1,808,914
Operating Supplies and Expenses	1,134,278	1,144,130
Administrative Costs	4,913,309	4,134,720
Travel Expenses	802,185	839,099
Custodial Fees	10,239	3,740
Depreciation and Amortization	117,249	156,022
Bad Debt Expenses	42,725	32,651
Interest	38,640	58,655
Total Expenses	36,171,463	36,459,625
 OPERATING GAIN (LOSS)	 (114,548)	 463,014
NONOPERATING ACTIVITY		
Gain on Sale of Property and Equipment	110,865	-
Loss on Damaged Property and Equipment	-	(245,547)
Loss on Disposal of Land	-	(30,136)
Equity Transfers, Net	211,244	(104,067)
Total Nonoperating Activity	322,109	(379,750)
 INCREASE IN UNRESTRICTED NET ASSETS	 \$ 207,561	 \$ 83,264

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
NET ASSETS AT JUNE 30, 2014	\$ 2,542,819	\$ 625,826	\$ 3,168,645
Increase in Unrestricted Net Assets	83,264	-	83,264
Change in Beneficial Interest in Net Assets of Related Party	-	163,603	163,603
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(133,187)</u>	<u>(133,187)</u>
Change in Net Assets	<u>83,264</u>	<u>30,416</u>	<u>113,680</u>
NET ASSETS AT JUNE 30, 2015	2,626,083	656,242	3,282,325
Increase in Unrestricted Net Assets	207,561	-	207,561
Change in Beneficial Interest in Net Assets of Related Party	-	441,063	441,063
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(263,494)</u>	<u>(263,494)</u>
Change in Net Assets	<u>207,561</u>	<u>177,569</u>	<u>385,130</u>
NET ASSETS AT JUNE 30, 2016	<u>\$ 2,833,644</u>	<u>\$ 833,811</u>	<u>\$ 3,667,455</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 385,130	\$ 113,680
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	117,249	156,022
Bad Debts	42,725	32,651
Gain on Sale of Property and Equipment	(110,865)	-
Change in Beneficial Interest in Net Assets of Related Party	(441,063)	(163,603)
Loss on Damages of Property and Equipment	-	245,547
Loss on Disposal of Land	-	30,136
Noncash Equity Transfers	(418,434)	104,067
(Increase) Decrease in:		
Accounts Receivable	246,886	(328,866)
Prepaid Expenses	53,414	(14,119)
Deposits	(8,550)	4,442
Beneficial Interest in Net Assets of Affiliate	273,734	148,266
Increase (Decrease) in:		
Accounts Payable	(41,459)	(13,786)
Accrued Expenses	(474,187)	490,527
Deferred Revenue	43,094	(172,561)
Due to Third Party	(43,059)	-
Due to State of Maine	(303,862)	62,300
Net Cash Provided (Used) by Operating Activities	(679,247)	694,703
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(75,429)	(25,163)
Additions to Construction in Progress	(84,708)	(12,000)
Proceeds on Sale of Property and Equipment	612,800	-
Net Cash Provided (Used) by Investing Activities	452,663	(37,163)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(380,679)	(71,759)
Advances from (Payments to) Related Parties	(195,049)	(594,855)
Net Cash Used by Financing Activities	(575,728)	(666,614)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(802,312)	(9,074)
Cash and Cash Equivalents - Beginning of Year	872,153	881,227
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 69,841	\$ 872,153
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 38,640	\$ 58,608
SCHEDULE OF NONCASH INVESTING ACTIVITIES		
Total Additions of Property and Equipment	\$ 493,863	\$ 25,163
Less: Equity Transfer of Property	(418,434)	-
Cash Paid for Property and Equipment	\$ 75,429	\$ 25,163

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED JUNE 30, 2016 AND 2015

	2016			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 18,097,064	\$ 17,829,214	\$ 267,850	\$ -
Employee Benefits	3,834,421	3,774,464	59,957	-
Program Expenses	5,246,892	5,219,291	27,601	-
Professional Fees	86,566	84,047	2,519	-
Occupancy Costs	1,847,895	1,593,858	254,037	-
Operating Supplies and Expenses	1,134,278	1,031,241	103,037	-
Administrative Costs	4,913,309	-	4,913,309	-
Travel Expenses	802,185	791,993	10,192	-
Custodial Fees	10,239	-	-	10,239
Interest	38,640	38,640	-	-
Bad Debt Expenses	42,725	42,725	-	-
Total Before Depreciation and Amortization	36,054,214	30,405,473	5,638,502	10,239
Depreciation and Amortization	117,249	108,691	8,558	-
Total Functional Expenses	<u>\$ 36,171,463</u>	<u>\$ 30,514,164</u>	<u>\$ 5,647,060</u>	<u>\$ 10,239</u>

	2015			
	Total	Program	Management and General	Fundraising
Salaries and Wages	\$ 17,349,508	\$ 17,042,371	\$ 307,137	\$ -
Employee Benefits	3,615,907	3,574,169	41,738	-
Program Expenses	7,235,942	7,235,942	-	-
Professional Fees	80,337	51,805	28,532	-
Occupancy Costs	1,808,914	1,592,984	215,930	-
Operating Supplies and Expenses	1,144,130	1,027,114	117,016	-
Impairment Loss	-	-	-	-
Administrative Costs	4,134,720	-	4,134,720	-
Travel Expenses	839,099	813,385	25,714	-
Custodial Fees	3,740	-	-	3,740
Interest	58,655	58,655	-	-
Bad Debt Expenses	32,651	32,651	-	-
Total Before Depreciation and Amortization	36,303,603	31,429,076	4,870,787	3,740
Depreciation and Amortization	156,022	154,269	1,753	-
Total Functional Expenses	<u>\$ 36,459,625</u>	<u>\$ 31,583,345</u>	<u>\$ 4,872,540</u>	<u>\$ 3,740</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

The Organizations provide the following programs:

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

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

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Program Service Revenue

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

Property and Equipment

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

Assets Held for Sale

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

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

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are non-interest bearing and have no fixed repayment terms, as detailed in Note 3, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organizations establish an allowance as an estimate of inherent risk in the Organizations' loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2016.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Related Party Loans Receivable (Continued)

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.

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 \$3,710 and \$11,018 for the years ended June 30, 2016 and 2015, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

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.

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 1) and the lowest priority to unobservable inputs (Level 3). 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 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organizations have the ability to access.

Level 2 – 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 3 – 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

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

Fair Value Measurements

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2016.

Subsequent Events

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 15, 2016, the date the financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

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

NOTE 3 RELATED PARTY TRANSACTIONS

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

a) The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$4,842,000 and \$3,917,000 for the years ended June 30, 2016 and 2015, respectively. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations. In addition, the Organizations have various support charges from related parties which amounted to \$31,860 and \$-0- for June 30, 2016 and 2015, respectively.

b) In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$10,239 and \$3,590 for the years ended June 30, 2016 and 2015, respectively.

c) The Organizations has various office space rentals to and from related parties and vehicle rentals from related parties. Rental revenue from related parties amounted to \$153,320 and \$139,470 for June 30, 2016 and 2015, respectively. Office space and vehicle related party rents amounted to \$377,461 and \$443,751 for June 30, 2016 and 2015, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

d) During the year ended June 30, 2016 and 2015, the Organizations received federal funding of \$360,000 and \$288,000, respectively, which was passed through to Good News Garage - LSS, Inc., a subsidiary of Ascentria.

e) During the year ended June 30, 2016, a property with a net book value of \$418,434 was transferred from Ascentria to ACS. Further, as part of the equity sharing agreement outlined in Note 13, ACS paid Ascentria \$207,190 during 2016. The net amount of these transfers are included under the caption "Equity Transfers, Net" in the statement of activities.

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

	2016	2015
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ 441,113	\$ 300,640
LCS Creative Living, Inc.	29,213	23,327
Lutheran Housing Corporation - Brockton, Inc.	325	78
Luther Ridge at Middletown, Inc.	3,712	3,550
Good News Garage - LSS, Inc.	48,303	-
Lutheran Assisted Living in Middleton	-	22
Total	\$ 522,666	\$ 327,617

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. Pension costs charged to operations and contributions to the plan amounted to \$-0- for each of the years ended June 30, 2016 and 2015.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2016:

	2016	2015
Accounts Receivable - Program Services	\$ 3,575,416	\$ 3,872,897
Less: Allowance for Doubtful Accounts	(25,080)	(32,950)
Accounts Receivable, Net	\$ 3,550,336	\$ 3,839,947

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire, and Maine. Approximately 89% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year ended June 30, 2016.

Due from Related Parties

The Organizations extend unsecured credit to a related party. The balance due from related parties totaled \$522,666 at June 30, 2016.

Beneficial Interest in Net Assets of Related Party

The Organizations unsecured gifts, held by a related party, amounted to \$766,424 at June 30, 2016 with a loan payable to the fund totaling \$340,524.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,550,336 at June 30, 2016.

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 \$117,249 and \$156,022 for the years ended June 30, 2016 and 2015, respectively.

During April 2014, ACS deemed building assets with net book value of approximately \$350,000 to be held for sale, at this time depreciation on these assets ceased. These assets were sold during July of 2015 for \$349,500. See Note 1 for additional details.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 7 PROPERTY AND EQUIPMENT (CONTINUED)

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

In June 2016, ACS sold one of their properties with a net book value of \$151,605 for \$300,000. The gain incurred on the sale of the property is included under the caption of "Gain on Sale of Property and Equipment" on the statement of activities for the year ended June 30, 2016.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs based contracts with the state of Maine. Accordingly, ACS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the state of Maine accepts the cost report. The amount of the estimated liability was approximately \$14,000 and \$318,000 at June 30, 2016 and 2015, respectively. Adjustments to these estimates are reflected on the statement of activities under the caption "public sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 CONTRIBUTED LEASED PROPERTY

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

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$14,100 and \$27,900 as of June 30, 2016 and 2015, respectively, and is reported in the caption "building" in the statement of financial position.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015**

NOTE 10 LONG TERM DEBT

The Organizations are liable on long-term debt at June 30, 2016 as follows:

<u>Description</u>	<u>2016</u>	<u>2015</u>
<u>Note Payable</u>		
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is fixed at 7.10% annually. During FY16, ACS reduced the outstanding principal balance of the note significantly with a \$53,700 payment in excess of their normal payments. The note is still expected to be paid off at the stated due date.	\$ 240,151	\$ 305,798
<u>Mortgages</u>		
Mortgage payable to TD Bank. In December 2014, the mortgage was extended and now matures on December 17, 2017. The monthly payments of principal and interest before and after the extension were \$3,558 and \$2,512, respectively. The interest rate before and after the extension was 5.0% and 4.23%, respectively. The mortgage is secured by all business assets. ASC sold the New Hampshire property in July, 2015, and paid off the remaining balance of the mortgage to TD Bank.	-	325,414
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	307,270	317,080
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2016, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	22,926	2,734
Total	570,347	951,026
Less: Current Maturities	(31,404)	(37,707)
Long-Term Debt, Net	<u>\$ 538,943</u>	<u>\$ 913,319</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 10 LONG TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Current Maturities</u>
2017	\$ 31,404
2018	33,095
2019	34,978
2020	29,268
2021	31,524

Interest charged to operations for the above long-term debt amounted to \$38,640 and \$58,655 for the years ended June 30, 2016 and 2015, respectively.

NOTE 11 DUE TO THIRD PARTY

The Organizations are reflecting an estimated liability in the amount of approximately \$232 and \$43,291 as of June 30, 2016 and 2015, respectively. This amount is due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005.

NOTE 12 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to approximately \$852,000 and \$781,000 for the years ended June 30, 2016 and 2015, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2017	\$ 316,957
2018	216,425
2019	29,484
2020	-
2021	-
Total	<u>\$ 562,866</u>

NOTE 13 CONTINGENCIES

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 13 CONTINGENCIES (CONTINUED)

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

ACS and Ascentria have entered into an equity sharing agreement related to four properties transferred from Ascentria to the ACS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. During 2016, the final two properties in this agreement were sold, with the payments made from ACS to Ascentria being included in the "Equity Transfer, Net" line item on the statement of activities. 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.

ACS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on ACS's loss experience. In addition, ACS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. ACS's policy contained a loss limitation provision of \$250,000 per incident. In 2016, ACS entered into a retro close out agreement which stipulated that a final payment of \$70,000 would be due on the insurance policy. The final payment is due in equal installments of \$35,000 in September 2016 and November 2016 and will close out and finalize the retrospective adjustments and satisfy all remaining premiums due under the insurance policy.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance \$1,850,000 and \$1,600,000 as of June 30, 2016 and 2015, respectively.

NOTE 14 FAIR VALUE MEASUREMENT

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2016 AND 2015

NOTE 14 FAIR VALUE MEASUREMENT (CONTINUED)

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, 2016 and 2015, respectively:

	2016			
Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3	
Beneficial Interest in Net Assets of Related Party				
Cash Equivalents	\$ 766,424	\$ -	\$ -	\$ 766,424
Total	\$ 766,424	\$ -	\$ -	\$ 766,424

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

The following table provides a summary of changes in fair value of the Organization's Level 3 financial assets for the years ended June 30, 2016 and 2015, respectively:

Balance at July 1, 2014	\$ 583,758
Income, Net of Releases	15,337
Balance at July 1, 2015	599,095
Income, Net of Releases	167,329
Balance at June 30, 2016	\$ 766,424

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



**Ascentria
CARE ALLIANCE**

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

William Mayo, Chair

Michael Balinskas, Vice Chair

Jeff Kinney

Garth Greimann

Karen Gaylin

Angela Bovill

Corporate Officers:

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

LYNN L. CLOWES

PROFESSIONAL EXPERIENCE

Ascentria Care Alliance 2012-present
Cultural Orientation Instructor. Deliver CO curriculum to newcomers in order to prepare them for life in new communities.
ESOL instructor and Training Projects Coordinator. Teach literacy and low beginner level English classes to newcomer refugee adults.

New Hampshire Minority Health Coalition 2000-2011
Director of the Cultural Competency Group. Design and run workshops for health, mental health, and human service providers to gain awareness, skills, and effectiveness in working with people from cultural backgrounds and socioeconomic classes distinct from their own. Train on working with interpreters, widening provider knowledge of cultural approaches to health care (including mental health care), and reducing barriers to health care that minorities face. Design and manage long-term contractual projects with agencies to improve their service to NH's minority populations, for example on domestic violence prevention in cultural communities, reducing disproportionate minority contact in juvenile justice services, and more. Write grants. Supervise staff and consultants.

International Institute of New Hampshire 2011-2012
ESOL instructor. Teach literacy level English class to newcomer refugee adults.

University of New Hampshire, Manchester 2011-13
Adjunct faculty. Taught course in Communication Arts department, entitled "AutoEthnography." Spring 2011. Teach course in Communication Arts department, entitled, "Cross Cultural Communication." Spring 2012.

Springfield College, Manchester NH 2002
Adjunct faculty. Teach foundation course for Human Services Masters Program, entitled "Building Multicultural Organizations and Communities."

EDUCATION

SCHOOL FOR INTERNATIONAL TRAINING, Brattleboro, VT. M.A. in International and Intercultural Management, February, 1997. Concentrations in Sustainable Development and Training. Coursework in *Organizational Behavior I and II*, *Cross Cultural Communication*, *Training of Trainers I and II*, *Human Resources Management*, *Financial Management*, *Global Economics*, *Sustainable Development*, *Environmental Management*. Master's thesis: *Black-White Dialogue About Race: Undoing or Abetting Racism?*.

UNIVERSITY OF PENNSYLVANIA, Philadelphia, PA. B.A. in History, May 1988. Concentration in NonWestern History. Graduate courses in Appropriate Technology.

LANGUAGES: Working knowledge of Spanish, French, and Finnish. Native in English.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Ascentria Community Services, Inc.

Name of Program/Service: Refugee Targeted Assistance Grant - Discretionary

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Lynn Clowes: Cultural Orientation Instructor	\$33,010	50.00%	\$16,505.00
TBD: Cultural Orientation Instructor	\$16,505	100.00%	\$16,505.00
Shirley Woodward: Program Manager	\$52,000	0.00%	\$0.00
Amy Marchildon: Director	\$70,000	0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$33,010.00

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

Subject: Refugee Targeted Assistance – Discretionary Grant, RFP#2017-OMHRA-02-Refug-02 (IINE)

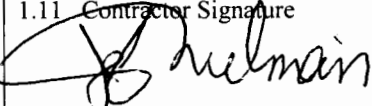
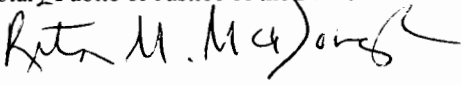

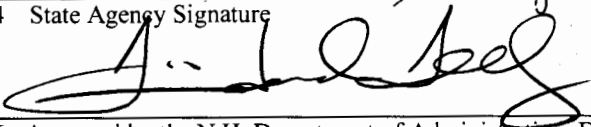

Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street, 3 rd Floor Boston, MA 02116	
1.5 Contractor Phone Number 617.695.9990	1.6 Account Number: 05-095-042-422010- 79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$120,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603.271.9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>4.12.17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Rita M. McDonough, CFO 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>Attorney 6/2/17</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.
- 1.5. **Covered Populations and Services**

- 1.5.1. Refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. Refugees in the following categories will receive service priority:
 - 1.5.1.1. New arrivals in their first year in the U.S.;
 - 1.5.1.2. Refugee Cash and TANF recipients;
 - 1.5.1.3. Unemployed refugees; and
 - 1.5.1.4. Employed refugees in need of Cultural Orientation services.

2. Scope of Services

- 2.1. The central purpose of the Targeted Assistance Grant (TAG D) is to assist refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States through comprehensive Cultural Orientation that will address social adjustment factors.
- 2.2. To achieve this goal, the Contractor shall provide Cultural Orientation training and other services that will prepare refugees for self-sufficiency and skill building in the United States. To create more opportunities for refugees' successful integration into United States socioeconomic systems, training may include mentoring, peer support, volunteer engagement and English instruction (ESOL).
- 2.3. The Contractor shall provide Cultural Orientation including, but not limited to the following:



Exhibit A

- 2.3.1. Providing a minimum of twelve (12) hours per week of Cultural Orientation instruction to new arrivals for four (4) to six (6) weeks.
 - 2.3.2. Using ESOL curriculum when possible to convey curriculum.
 - 2.3.3. Providing interpreter services to convey curriculum as needed.
 - 2.3.4. Ensuring class attendance of unemployed new arrivals and Refugee Cash Assistance recipients.
 - 2.3.5. Prioritizing new arrivals and public assistance recipients.
 - 2.3.6. Accommodating refugee arrivals by offering rolling enrollment.
 - 2.3.7. Offering Cultural Orientation at easy to access sites.
 - 2.3.8. Administering and maintaining Cultural Orientation assessments by using Contractor preferred instruments.
 - 2.3.9. Training and engaging volunteers to provide supplementary Cultural Orientation services.
 - 2.3.10. Utilizing existing organizational resources to conduct outreach, enrollment and retention activities.
 - 2.3.11. Developing comprehensive Cultural Orientation curriculum that must include, but is not limited to:
 - 2.3.11.1. Role of the Resettlement Agency;
 - 2.3.11.2. Rights and Responsibilities;
 - 2.3.11.3. Housing;
 - 2.3.11.4. Employment;
 - 2.3.11.5. Schools and Education;
 - 2.3.11.6. English Language Learning;
 - 2.3.11.7. Money Management;
 - 2.3.11.8. Geographically Specific Services;
 - 2.3.11.9. Benefits;
 - 2.3.11.10. Transportation;
 - 2.3.11.11. Cultural Adjustment and Mental Wellness;
 - 2.3.11.12. Healthcare;
 - 2.3.11.13. Pathway to Citizenship;
 - 2.3.11.14. Nutrition; and
 - 2.3.11.15. Consumer Skills.
- 2.4.** The Contractor shall work collaboratively with key stakeholders throughout the project period.



Exhibit A

3. Staffing

3.1. The Contractor shall provide adequate staff assigned to this program, either in-house or through subcontracts. Any sub-contracted staff must be identified as such by the Contractor. New Hampshire Office of Health Equity reserves the right, with thirty (30) days advance notice, to disallow subcontractor use when the subcontractor's handling of staffing concerns is not satisfactory to New Hampshire Office of Health Equity. New Hampshire Office of Health Equity reserves the right to remove any contracted employee from the program for unsatisfactory services.

4. Performance Measures/Deliverables

- 4.1. The Contractor shall maintain test results, attendance records and progress reports in student/client files.
- 4.2. The Contractor shall ensure files are available for Trimester (three times yearly reporting) and review by State Refugee Coordinator during annual monitoring and at other unscheduled times.
- 4.3. The Contractor shall submit Trimester Reports as directed by the Office of Minority Health and Refugee affairs.
- 4.4. The Contractor shall provide Progress Reports that summarize project outcomes. Progress Report due dates align with the trimester reporting periods outlined by the Federal Office of Refugee Resettlement. Progress reports must include benchmarks reached, barriers to reaching benchmarks and solutions to barriers experienced in the previous trimester. If the barriers warrant a change in the original project plan, then the vendor must propose the change in services or work processes to the Department before moving forward with the proposed changes.

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 - 01/31/2017	02/15/2017
02/01/2017 - 05/31/2017	06/15/2017
06/01/2017 - 09/30/2017	10/15/2017
10/01/2017 - 01/31/2018	02/15/2018
02/01/2018 - 05/31/2018	06/15/2018
06/01/2018 - 09/30/2018	10/15/2018
10/01/2018 - 01/31/2019	02/15/2019
02/01/2019 - 05/31/2019	06/15/2019
06/01/2019 - 09/30/2019	10/15/2019



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.576, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 90RT019901.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 through Exhibit B-4.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:

Department of Health and Human Services
Office of Health Equity
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if



Exhibit B

the said services have not been completed in accordance with the terms and conditions of this Agreement.

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

Exhibit B-2 - Budget Form
7/1/17-6/30/18

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

Bidder/Program Name: International Institute of New England, Inc./RTAG-D

Budget Request for: Refugee Targeted Assistance - Discretionary Grant (#REF-2017-OMHRA-02-Refug)

Budget Period: July 1, 2017 - June 30, 2018

1. Total Salary/Wages	\$	25,293.00	\$	-	\$	25,293.00	\$	-	\$	-	\$	25,293.00	\$	-	\$	25,293.00	\$	-	\$	25,293.00
2. Employee Benefits	\$	5,817.00	\$	-	\$	5,817.00	\$	-	\$	-	\$	5,817.00	\$	-	\$	5,817.00	\$	-	\$	5,817.00
3. Consultants / Interpreters	\$	715.00	\$	-	\$	715.00	\$	-	\$	-	\$	715.00	\$	-	\$	715.00	\$	-	\$	715.00
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	915.00	\$	-	\$	915.00	\$	-	\$	-	\$	915.00	\$	-	\$	915.00	\$	-	\$	915.00
6. Travel	\$	775.00	\$	-	\$	775.00	\$	-	\$	-	\$	775.00	\$	-	\$	775.00	\$	-	\$	775.00
7. Occupancy	\$	3,100.00	\$	-	\$	3,100.00	\$	-	\$	-	\$	3,100.00	\$	-	\$	3,100.00	\$	-	\$	3,100.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	775.00	\$	-	\$	775.00	\$	-	\$	-	\$	775.00	\$	-	\$	775.00	\$	-	\$	775.00
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
INDIRECT ALLOCATION	\$	-	\$	9,050.00	\$	9,050.00	\$	-	\$	-	\$	9,050.00	\$	-	\$	9,050.00	\$	-	\$	9,050.00
TOTAL	\$	37,390.00	\$	9,050.00	\$	46,440.00	\$	24.2%	\$	-	\$	37,390.00	\$	9,050.00	\$	46,440.00	\$	-	\$	46,440.00
Indirect As A Percent of Direct																				

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Exhibit B-3 - Budget Form
7/1/18-6/30/19

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

Bidder/Program Name: International Institute of New England, Inc./RTAG-D

Budget Request for: Refugee Targeted Assistance - Discretionary Grant (#RFP-2017-DMHRA-02-Refug)

Budget Period: July 1, 2018 - June 30, 2019

1. Total Salary/Wages	\$	25,293.00	\$	-	\$	25,293.00	\$	-	\$	-	\$	25,293.00	\$	-	\$	-	\$	-	\$	25,293.00
2. Employee Benefits	\$	5,817.00	\$	-	\$	5,817.00	\$	-	\$	-	\$	5,817.00	\$	-	\$	-	\$	-	\$	5,817.00
3. Consultants / Interpreters	\$	715.00	\$	-	\$	715.00	\$	-	\$	-	\$	715.00	\$	-	\$	-	\$	-	\$	715.00
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	915.00	\$	-	\$	915.00	\$	-	\$	-	\$	915.00	\$	-	\$	-	\$	-	\$	915.00
6. Travel	\$	775.00	\$	-	\$	775.00	\$	-	\$	-	\$	775.00	\$	-	\$	-	\$	-	\$	775.00
7. Occupancy	\$	3,100.00	\$	-	\$	3,100.00	\$	-	\$	-	\$	3,100.00	\$	-	\$	-	\$	-	\$	3,100.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	775.00	\$	-	\$	775.00	\$	-	\$	-	\$	775.00	\$	-	\$	-	\$	-	\$	775.00
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
INDIRECT ALLOCATION	\$	-	\$	9,050.00	\$	9,050.00	\$	-	\$	-	\$	9,050.00	\$	-	\$	-	\$	-	\$	9,050.00
TOTAL	\$	37,390.00	\$	9,050.00	\$	46,440.00	\$	24.2%	\$	46,440.00	\$	37,390.00	\$	9,050.00	\$	46,440.00	\$	9,050.00	\$	46,440.00

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Exhibit B-4 - Budget Form
7/1/19-9/30/19

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

Bidder/Program Name: International Institute of New England, Inc./RTAG-D

Budget Request for: Refugee Targeted Assistance - Discretionary Grant (#RFP-2017-OMHRA-02-Refug)

Budget Period: July 1, 2019 - September 30, 2019

1. Total Salary/Wages	\$	6,323.00	\$	6,323.00	\$	-	\$	-	\$	6,323.00	\$	-	\$	-	\$	6,323.00
2. Employee Benefits	\$	1,454.00	\$	1,454.00	\$	-	\$	-	\$	1,454.00	\$	-	\$	-	\$	1,454.00
3. Consultants / Interpreters	\$	178.00	\$	178.00	\$	-	\$	-	\$	178.00	\$	-	\$	-	\$	178.00
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	238.00	\$	238.00	\$	-	\$	-	\$	238.00	\$	-	\$	-	\$	238.00
6. Travel	\$	194.00	\$	194.00	\$	-	\$	-	\$	194.00	\$	-	\$	-	\$	194.00
7. Occupancy	\$	775.00	\$	775.00	\$	-	\$	-	\$	775.00	\$	-	\$	-	\$	775.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	194.00	\$	194.00	\$	-	\$	-	\$	194.00	\$	-	\$	-	\$	194.00
Postage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
9. Software	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory)	\$	-	\$	2,264.00	\$	2,264.00	\$	2,264.00	\$	2,264.00	\$	-	\$	-	\$	2,264.00
INDIRECT ALLOCATION	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	9,366.00	\$	11,620.00	\$	2,264.00	\$	2,264.00	\$	9,366.00	\$	2,264.00	\$	2,264.00	\$	11,620.00
Indirect As A Percent of Direct						24.2%										

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SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



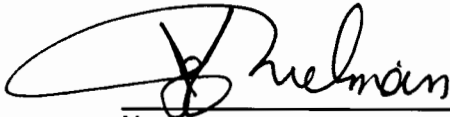
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

4/12/17
Date


Name:
Title: President & Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

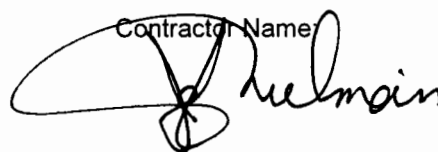
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

4/12/17
Date

Contractor Name

Name: Jeffrey D. Shielman
Title: President & Chief Executive Officer



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

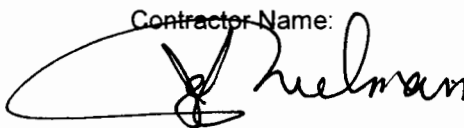
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

4/12/17
Date

Contractor Name: 
Name: Jeffrey D. Thielman
Title: President & Chief Executive Officer



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

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

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

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

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

Exhibit G

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

Contractor Initials

JT

Date

4/12/17

New Hampshire Department of Health and Human Services
Exhibit G




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

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

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

4/12/17
Date

Contractor Name:

Name: Jeffrey D. Thielman
Title: President & Chief Executive Officer



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Jeffrey D. Thielman
Title: President & Chief Executive Officer

Date

4/12/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

DHHS
 The State
 Signature of Authorized Representative [Signature]
 Name of Authorized Representative Trinidad Tellez
 Title of Authorized Representative Director
 Date 5/30/17

International Institute of New England, Inc.
 Name of the Contractor
 Signature of Authorized Representative [Signature]
 Name of Authorized Representative Jeffrey Thielman
 Title of Authorized Representative President & Chief Executive Officer
 Date 4/12/17



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

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

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

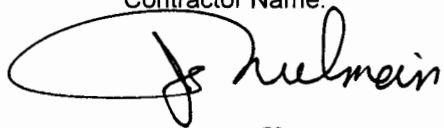
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

4/12/17
Date

Contractor Name:

Name: Jeffrey D. Shielman
Title: President & Chief Executive Officer



New Hampshire Department of Health and Human Services
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: 094845997

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

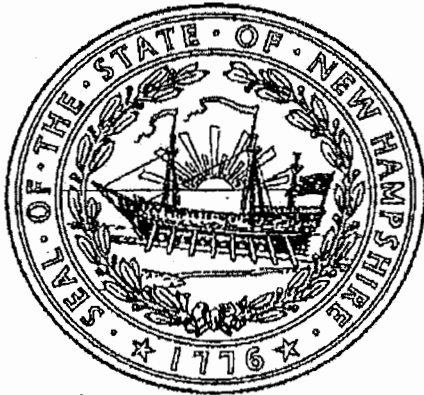
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

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

- 1. I am a duly elected Officer of International Institute of New England, Inc.
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 1, 2016:
(Date)

RESOLVED: That the President and Chief Executive Officer is hereby authorized on behalf of
(Title of Contract Signatory)
this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of April, 2017.
(Date Contract Signed)

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

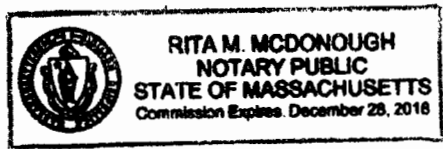
Signature of the Elected Officer

STATE OF MA
County of Suffolk

The forgoing instrument was acknowledged before me this 13 day of April, 2017

By William Krause
(Name of Elected Officer of the Agency)

Signature of Notary Public/Justice of the Peace



(NOTARY SEAL)

Commission Expires: 12-28-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2017

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
INSURED International Institute of New England, Inc. 2 Boylston Street 3rd Floor Boston, MA 02116	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W2467775

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PHPK1649669	05/05/2017	05/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Julia M. Powers




**International
Institute of
New England**

MISSION

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

ONLINE iine.org
EMAIL info@iine.org

BOSTON 2 Boylston Street, 3rd Floor, Boston, MA 02116 | 617-695-9990
LOWELL 15 - 17 Warren Street, 2nd Floor, Lowell, MA 01852 | 978-459-9031
MANCHESTER 1850 Elm Street, Manchester, NH 03104 | 603-647-1500



**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.)
AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2016 AND 2015**

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Contents
September 30, 2016 and 2015

	<u>Pages</u>
Independent Auditor's Report	1
Combined Financial Statements:	
Combined Statements of Financial Position	2
Combined Statements of Activities and Changes in Net Assets	3
Combined Statements of Cash Flows	4
Combined Statements of Functional Expenses	5 - 6
Notes to Combined Financial Statements	7 - 14



21 East Main Street
Westborough, MA 01581
508.366.9100
aafcpcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc. and Affiliate:

Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of International Institute of New England, Inc. (formerly, International Institute of Boston, Inc.) (a Massachusetts nonprofit corporation) and Affiliate, which comprise the combined statements of financial position as of September 30, 2016 and 2015, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of New England, Inc. (formerly, International Institute of Boston, Inc.) and Affiliate as of September 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Alexander, Brown, Fenning & Co., P.C.

Boston, Massachusetts
February 15, 2017

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Financial Position
September 30, 2016 and 2015

Assets	2016	2015
Current Assets:		
Cash - operating	\$ 897,308	\$ 321,480
Grants, contracts and other receivables	763,475	456,169
Prepaid expenses and other	27,203	27,286
Cash - escrow	-	500,000
Short-term investments	-	1,260,000
Total current assets	1,687,986	2,564,935
Investments	8,129,057	8,782,486
Property and Equipment, net	2,080,248	55,008
Security Deposits	92,764	6,000
Total assets	\$ 11,990,055	\$ 11,408,429
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 388,266	\$ 46,850
Accrued expenses	311,762	1,481,596
Current portion of deferred rent and lease incentive	110,782	-
Deferred revenue	37,409	9,439
Total current liabilities	848,219	1,537,885
Deferred Rent and Lease Incentive, net of current portion	1,063,224	-
Total liabilities	1,911,443	1,537,885
Net Assets:		
Unrestricted:		
Operating	9,374,814	9,689,240
Property and equipment	678,351	55,008
Total unrestricted	10,053,165	9,744,248
Temporarily restricted	25,447	126,296
Total net assets	10,078,612	9,870,544
Total liabilities and net assets	\$ 11,990,055	\$ 11,408,429

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2016 and 2015

	2016		2015	
	Unrestricted	Temporarily Restricted	Unrestricted	Temporarily Restricted
Revenues:				
Contract services	\$ 4,075,093	\$ -	\$ 4,075,093	\$ -
Donated goods and services	786,536	-	786,536	-
Grants and contributions	83,517	139,895	223,412	365,776
United Way allocation	115,679	-	115,679	-
Special events	93,659	-	93,659	-
Miscellaneous	33,483	-	33,483	-
Rental income	-	-	433,536	-
Net assets released from program restrictions	240,744	(240,744)	468,779	(468,779)
Total revenues	<u>5,428,711</u>	<u>(100,849)</u>	<u>5,327,862</u>	<u>(103,003)</u>
Expenses:				
Program services	4,422,262	-	4,422,262	-
General and administrative	1,259,198	-	1,259,198	-
Fundraising	317,974	-	317,974	-
Facilities	-	-	707,067	-
Total expenses	<u>5,999,434</u>	<u>-</u>	<u>6,226,789</u>	<u>-</u>
Changes in net assets from operations	<u>(570,723)</u>	<u>(100,849)</u>	<u>(318,745)</u>	<u>(103,003)</u>
Non-Operating Revenue (Expenses):				
Net investment gain (loss)	785,728	-	785,728	-
Capital grants	-	93,912	93,912	-
Net assets released from capital restrictions	93,912	(93,912)	-	-
Gain on sale of building, net of related income taxes of \$1,231,525	-	-	-	-
Amortization of financing fees	-	-	10,650,189	-
Total non-operating revenue (expenses)	<u>879,640</u>	<u>-</u>	<u>(184,549)</u>	<u>-</u>
Changes in net assets	308,917	(100,849)	9,612,437	(103,003)
Net Assets:				
Beginning of year	<u>9,744,248</u>	<u>126,296</u>	<u>9,870,544</u>	<u>229,299</u>
End of year	<u>\$ 10,053,165</u>	<u>\$ 25,447</u>	<u>\$ 9,744,248</u>	<u>\$ 126,296</u>
				<u>\$ 9,870,544</u>

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statements of Cash Flows
For the Years Ended September 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 208,068	\$ 9,509,434
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net realized and unrealized (gains) losses on investments	(785,728)	534,458
Gain on sale of building	-	(11,881,714)
Depreciation and amortization	54,180	341,859
Amortization of lease incentive	(18,464)	-
Capital grants	(93,912)	-
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(212,806)	(56,353)
Prepaid expenses and other	83	(7,734)
Security deposits	(86,764)	-
Accounts payable	19,025	(211,987)
Accrued expenses	61,691	1,242,863
Deferred rent	84,648	-
Deferred revenue	27,970	(10,882)
	<u>(742,009)</u>	<u>(540,056)</u>
Net cash used in operating activities		
Cash Flows from Investing Activities:		
Investment purchases	(4,430,297)	(10,576,944)
Proceeds from sale/transfer of investments	7,129,454	-
(Increase) decrease in cash - escrow	500,000	(500,000)
Acquisition of property and equipment	(1,757,029)	(44,211)
Proceeds from sale of building	-	17,766,479
Unrelated business income taxes paid	(1,231,525)	-
	<u>210,603</u>	<u>6,645,324</u>
Net cash provided by investing activities		
Cash Flows from Financing Activities:		
Proceeds from lease incentive	1,013,322	-
Capital grants	93,912	-
Principal payments on long-term debt	-	(6,531,318)
	<u>1,107,234</u>	<u>(6,531,318)</u>
Net cash provided by (used in) financing activities		
Net Change in Cash	575,828	(426,050)
Cash:		
Beginning of year	<u>321,480</u>	<u>747,530</u>
End of year	<u>\$ 897,308</u>	<u>\$ 321,480</u>
Supplemental Disclosure of Cash Flow Information:		
Property and equipment financed through accounts payable	<u>\$ 322,391</u>	<u>\$ -</u>
Cash paid for interest	<u>\$ -</u>	<u>\$ 174,524</u>
Cash paid for unrelated business income taxes	<u>\$ 1,231,525</u>	<u>\$ 96,225</u>

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Combined Statement of Functional Expenses

For the Year Ended September 30, 2016

(With Summarized Comparative Totals for the Year Ended September 30, 2015)

	2016			2015	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 1,852,580	\$ 655,462	\$ 106,815	\$ 2,614,857	\$ 2,547,584
Donated services	557,583	109,868	26,399	693,850	533,695
Payroll taxes and fringe benefits	320,791	41,150	18,116	380,057	402,959
Purchased and contracted services	89,425	187,265	62,887	339,577	239,827
Recruitment	5,188	17,796	50	23,034	72,777
Total personnel and related	<u>2,825,567</u>	<u>1,011,541</u>	<u>214,267</u>	<u>4,051,375</u>	<u>3,796,842</u>
Occupancy:					
Rent and utilities	276,332	95,936	16,904	389,172	265,247
Depreciation	18,109	4,105	1,932	24,146	146,132
Equipment rental	12,414	-	-	12,414	13,403
Repairs and maintenance	763	10,132	-	10,895	54,675
Mortgage interest	-	-	-	-	174,524
Real estate taxes	-	-	-	-	85,711
Total occupancy	<u>307,618</u>	<u>110,173</u>	<u>18,836</u>	<u>436,627</u>	<u>739,692</u>
Other:					
Client assistance	1,029,865	-	-	1,029,865	1,209,710
Donated goods	92,686	-	-	92,686	43,734
Professional fees	1,128	68,195	227	69,550	63,463
Special events	-	-	61,937	61,937	59,066
Supplies and materials	47,553	11,675	2,367	61,595	77,964
Travel, meetings and conferences	35,085	15,774	3,341	54,200	57,180
Insurance	15,360	29,455	214	45,029	61,184
Telephone	39,886	1,658	-	41,544	33,974
Depreciation and amortization	18,361	7,408	4,265	30,034	11,178
Dues and subscriptions	5,781	1,250	5,410	12,441	13,073
Printing	-	-	5,755	5,755	-
Miscellaneous	2,368	843	500	3,711	17,938
Postage	1,004	1,226	855	3,085	3,607
Income taxes	-	-	-	-	38,184
Total other	<u>1,289,077</u>	<u>137,484</u>	<u>84,871</u>	<u>1,511,432</u>	<u>1,690,255</u>
Total expenses	<u>\$ 4,422,262</u>	<u>\$ 1,259,198</u>	<u>\$ 317,974</u>	<u>\$ 5,999,434</u>	<u>\$ 6,226,789</u>

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2015

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

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

1. OPERATIONS, NONPROFIT STATUS AND SIGNIFICANT ACCOUNTING POLICIES

OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (formerly, International Institute of Boston, Inc.) (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2016 and 2015, there were approximately 1,700 and 1,900 unduplicated people, respectively, from approximately 66 and 65 countries, respectively, that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

Community Lending Corporation (CLC) was a community-based nonprofit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute was the sole member of CLC. The Institute and CLC shared three common Board members and their President. CLC had limited activity for the years ended September 30, 2016 and 2015. During fiscal year 2016, CLC was dissolved and its remaining assets and liabilities were transferred to the Institute.

The Institute and CLC are exempt from Federal income taxes as organizations (not private foundations) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute and CLC are also exempt from state income taxes. Contributions made to the Institute and CLC are deductible by donors within the requirements of the IRC. During 2015, certain rental income and the sale of the Institute's building (see page 8) was subject to Federal and state income taxes under Unrelated Business Taxable Income (UBIT) regulations.

During fiscal year 2016, the Institute changed its name from International Institute of Boston, Inc. to International Institute of New England, Inc.

SIGNIFICANT ACCOUNTING POLICIES

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

Principles of Combination

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

Combined Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major or central to the provision of program services are reported as operating revenue and expenses on the accompanying combined statements of activities and changes in net assets. Non-operating revenues (expenses) include capital and investment activity.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

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

Property and Equipment and Depreciation

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

	<u>Estimated Useful Life</u>	<u>2016</u>	<u>2015</u>
Leasehold improvements	Lesser of life of lease or 10 years	\$ 1,770,198	\$ -
Furniture and equipment	3 - 10 years	712,910	403,688
Vehicles	5 years	<u>35,064</u>	<u>35,064</u>
		2,518,172	438,752
Less - accumulated depreciation		<u>437,924</u>	<u>383,744</u>
Net property and equipment		<u>\$ 2,080,248</u>	<u>\$ 55,008</u>

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

Depreciation expense was \$54,180 and \$152,974 for the years ended September 30, 2016 and 2015, respectively.

Financing Costs

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

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2016 and 2015.

Cash

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements

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

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

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

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

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

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investments

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

Accounting Principle Adoption

In fiscal year 2016, the Organization adopted FASB Accounting Standards Update 2015-07 (ASU 2015-07) (see Note 4), *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, removing the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient. As early application is allowed, the Organization has used the retrospective approach for all periods presented whereby investments for which fair value is measured using the net asset value per share practical expedient have been removed from the fair value hierarchy (see Note 4).

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

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

Donor restricted grants and contributions are recorded as temporarily restricted revenue when received or unconditionally pledged. When a donor restriction is met, that is, when a purpose restriction is accomplished or a time restriction ends, temporarily restricted net assets are transferred to unrestricted net assets as net assets released from restrictions.

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

Expense Allocations

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

Donated Goods and Services

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

	<u>2016</u>	<u>2015</u>
Donated services	\$ 693,850	\$ 533,695
Donated goods	<u>92,686</u>	<u>43,734</u>
	<u>\$ 786,536</u>	<u>\$ 577,429</u>

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

Subsequent Events

Subsequent events have been evaluated through February 15, 2017, which is the date the combined financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the combined financial statements.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

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

Income Taxes

The Organization accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the combined financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the combined financial statements at September 30, 2016 or 2015.

Net Assets

Unrestricted Net Assets:

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

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

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

Temporarily Restricted Net Assets:

The Organization receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are either expended for their designated purposes or as the time restrictions lapse. Temporarily restricted net assets as of September 30, 2016 and 2015, are purpose restricted.

2. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute did not make any contributions to the plan during the years ended September 30, 2016 and 2015.

3. TENANT LEASES

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

4. INVESTMENTS

Investments, which are stated at fair value (see Note 1) in the accompanying statements of financial position, are as follows:

2016	Level 1	Level 2	Level 3	Total
Cash	\$ 115,773	\$ -	\$ -	\$ 115,773
Mutual Funds	6,998,707	-	-	6,998,707
	\$ 7,114,480	\$ -	\$ -	7,114,480
Limited liability partnership (see below)				1,014,577
Total investments				\$ 8,129,057
2015	Level 1	Level 2	Level 3	Total
Cash	\$ 3,643,575	\$ -	\$ -	\$ 3,643,575
Mutual Funds	6,398,911	-	-	6,398,911
Total investments	\$ 10,042,486	\$ -	\$ -	\$ 10,042,486

The Organization has adopted ASU 2015-07 (see page 9). The fair value amounts presented in the above table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the combined statements of financial position.

Investments are reported in the accompanying combined statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. As of September 30, 2016, all investments have been reported as long-term. At September 30, 2015, \$1,260,000 of investments were reported as current as management's intent was to use these funds to pay for the Federal and state income taxes related to the sale of its building (see page 8).

Net investment gains (losses) consist of:

	2016	2015
Interest and dividends	\$ 180,297	\$ 27,624
Unrealized gain (loss) on investments	621,613	(562,082)
Realized loss on investments	(16,182)	-
Net investment gain (loss)	\$ 785,728	\$ (534,458)

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

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

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

5. CONCENTRATIONS (Continued)

Funding agencies and donors exceeding 10% of the Organization's operating revenue or accounts and grant receivable as of and for the years ended September 30, 2016 and 2015, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Grants, Contracts and Other Receivables %</u>	
	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>
U.S. Committee for Refugees and Immigrants	42%	31%	41%	23%
Commonwealth of Massachusetts	24%	15%	32%	23%
State of New Hampshire	11%	8%	3%	4%

6. FUNDING

The Organization received approximately \$3,465,000 and \$3,170,000 of its funding from government agencies for the years ended September 30, 2016 and 2015, respectively, all of which are subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Organization as of September 30, 2016 and 2015, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

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

In August 2016, the Institute entered into an agreement to lease new administrative and program space in Boston, Massachusetts through October 2026. Initial monthly lease payments are \$38,788 and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three month rent free period. At September 30, 2016, deferred rent was \$84,648 and is included in deferred rent and lease incentive in the accompanying 2016 combined statement of financial position.

The lease agreement also included a tenant improvement allowance of \$1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. The leasehold improvements were completed and the Institute occupied the space during the year ended September 30, 2016. This improvement allowance is reported as a liability and is being amortized over the lease term as a reduction in the rent expense. The improvement allowance is included in deferred rent and lease incentives in the accompanying 2016 combined statement of financial position. At September 30, 2016, \$94,500 of this improvement allowance is included in grants, contracts and other receivables in the accompanying 2016 combined statement of financial position. Amortization of the lease incentive was \$18,464 during the year ended September 30, 2016, and is included in rent and utilities in the accompanying 2016 combined statement of functional expenses.

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
(FORMERLY, INTERNATIONAL INSTITUTE OF BOSTON, INC.) AND AFFILIATE**

Notes to Combined Financial Statements
September 30, 2016 and 2015

7. LEASE AGREEMENTS (Continued)

In May 2015, the Institute sold its building (see page 8). As part of the sale agreement, the Institute entered into a one-year leaseback agreement with the new owner for certain space in the building. Monthly lease payments under the agreement were \$23,544. The Institute was responsible for certain operating costs as defined in the agreement. Rent paid for the year ended September 30, 2016, was \$178,479, which is included in rent and utilities in the accompanying combined statements of functional expenses.

As part of the leaseback agreement, the Institute was required to deposit \$500,000 in a rent holdback escrow account. This escrow deposit was refunded to the Institute in fiscal year 2016.

Rent expense under all leases was approximately \$389,000 and \$185,000 for the years ended September 30, 2016 and 2015, respectively.

Future minimum lease payments under the lease agreements for the next five years are as follows:

2017	\$ 477,104
2018	\$ 528,380
2019	\$ 488,939
2020	\$ 501,188
2021	\$ 513,437

8. RELATED PARTY TRANSACTIONS

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

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

9. RECLASSIFICATIONS

Certain amounts in the fiscal year 2015 combined financial statements have been reclassified to conform with the fiscal year 2016 presentation.

BOARD OF DIRECTORS

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Michael Wyzga, Director
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(617) 695-9990

Molly S. Short Carr

Experience

International Rescue Committee – Executive Director

Missoula, Montana – July 2016 – Present

Oversee the set-up of a new office for the International Rescue Committee with a focus on internal control development, community outreach, public information management, and development of service delivery for newly arriving refugees. Engage with volunteers, community, and local government to build the foundation for a welcoming community for refugees.

CWS RSC Africa – Deputy Director for Administration

Nairobi, Kenya – October 2014 – July 2016

Oversee all administrative functions for CWS Africa including finance, human resources, information technology (IT), property and procurement for the three major operating locations in Africa. Serve as a member of the Senior Management Team and act as Officer in Charge in the absence of the Director. Provided administrative leadership for Relief, Development, and Protection programs operating in Kenya, Tanzania, and South Africa.

Primary accomplishments included:

- Oversaw the expansion of the CWS Africa programs from 300 to 450 staff.
- Developed, implemented and managed quality assurance of policies and procedures for compliance.
- Conducted investigations in response to reports of malfeasance or fraud.
- Prepared annual budget, FY2016 budget of \$25 million and managed budget process to ensure accountability and compliance with GAAP as well as US/Kenyan regulations.
- Oversaw the redevelopment of employee classification system.
- Enhanced performance management processes including recruitment, performance evaluations, disciplinary procedures, and benefits management.
- Supported and enhanced staff professional development through coaching, mentoring and training programs.
- Assured compliance with IT security best practices and maintained network functionality.
- Oversaw the opening of the Tanzania satellite office.

CWS RSC Africa – Cultural Orientation Coordinator

Nairobi, Kenya – June 2014 – October 2014

Responsible for the delivery of Cultural Orientation, English Language classes, and Interpreter Services for RSC Africa with a coverage area of sub-Saharan Africa. Worked as a member of senior management to assist the RSC Director in organizational management. Facilitate communication and collaboration of CO and English language training with other organizational needs. Provided leadership and support to staff. Assured the effectiveness of the cultural orientation programming in compliance with PRM guidelines through management of the Curriculum Development Specialist while assuring effective delivery of curriculum to a diverse audience in 36 difference countries. Assured the safety and well being through regular communication with CO staff working in the field.

Journey's End Refugee Services - Executive Director

Buffalo, NY – June 2008 – May 2014

Responsible for all aspects of the agency with 11 direct reports, 48 full time and 60 part-time and on-call staff. Provided leadership, management and guidance in the refugee resettlement, employment, legal, interpreting, education, sustainable foods, microenterprise, and support service programs. Worked with the New York State Bureau of Refugee and Immigrant Affairs, New York State Department of State Office of New Americans, the Office of Refugee Resettlement, and Population and Refugee Migration Department of State, in coordination with Church World Service and Episcopal Migration Ministries, to provide enhanced services to refugees and immigrants in Western New York.

Guided the staff, partners, and Board of Directors in annual strategic planning and goals development. Adhered to the agency's purpose and mission by working to develop innovative and creative programs to address the changing needs of newly arriving refugee populations in Western New York. Provided leadership and support to the agency's three tiered management structure and staff.

Primary accomplishments included:

- \$3.4 million budget growth to increase service capacity.
- Developed and implemented refugee focused programs to increase post-resettlement integration and community development.
- Expanded ESL, vocational training, and alternative educational programs for both adolescent and adult refugees.
- Worked with partners to expand employment focused training programs for newly arrived refugees.
- Designed and establish a legal service program to support refugees and immigrations throughout the Western New York community.

University of Buffalo – Adjunct Professor

Amherst, NY – January 2014 to May 2014

School of Graduate Education, Department of Learning and Instruction. Course instruction in US immigration and refugee policy, instruction of English language learners in the public school system, education as a mechanism of integration.

Board of Immigration Appeals - Accredited Representative

Buffalo, NY – May 2004 to May 2014

Represented clients before the Executive Office for Immigration Review, the Board of Immigration Appeals, and the Department of Homeland Security for immigration related legal matters including affirmative/defensive asylum, permanent residency, naturalization, and family reunification.

US Committee for Refugees and Immigrants - Field Office Director

Albany, NY – June 2005 to June 2008

Established a new field office on behalf of USCRI to support resettlement in the Capital Region of New York State. Directed all refugee resettlement and immigration services provided by the field office, including refugee resettlement, employment, immigration, Refugee Healthy Families, and interpretation services. Supervised and supported a staff of 13. Developed and implemented programs that enhanced the delivery of services to vulnerable refugee populations. Prepared monthly financial reports and complied with state and federal funding guidelines. Developed and maintained budget and guided fundraising efforts including grant management. Provided refugee services and case management to support staff. Engaged in community relations, development, and outreach strategies for program enhancement.

Vive, Inc. An Organization for World Refugees - Coordinator

Buffalo, NY – May 2002 to June 2005

Supervised legal and refugee services staff, interns and volunteers. Oriented clients to their rights and potential relief in Canada and the US. Provided consultation to attorneys and agencies in the US and Canada. Maintained working knowledge of and updated staff on changes in US and Canadian immigration law and policy. Assisted US and Canadian NGOs with detention issues.

Education

Niagara University – Lewiston, NY, Expected 2017, Doctorate of Philosophy in Policy and Leadership.

Medaille College – Buffalo, NY, May 2010, Masters of Arts in Organizational Leadership.

Canisius College of Buffalo - Buffalo, NY, May 2002, Bachelor of Arts in Political Science and International Relations.

Additional Experience

At Risk Housing Coalition, Missoula, Executive Committee

University of Arizona, Tucson, Research Consultant (October 2013 – October 2014)

Leadership Buffalo, Class Experience, Class of 2013

Canisius College Social Justice Advisory Committee, Member (April 2012 – May 2014)

Niagara Frontier Transportation Authority Advisory Committee, Member (June 2012 – May 2014)

Buffalo English Language Learners Network Committee, Member and Fiscal Advisor (May 2010 – May 2014)

Buffalo Business First 40 Under Forty, Class of 2011

Episcopal Migration Ministries National Advisory Council, Member (May 2010 – May 2012)

Sarah D. Bates

EDUCATION

William Smith College, Geneva, NY

Bachelor of the Arts in Economics and Environmental Studies *cum laude*, May 2011

University of New Hampshire, Durham, NH – Summer Courses in Summer 2010

Study Abroad: University of East Anglia, Norwich, United Kingdom, Fall 2009

HONORS

Inducted into Omicron Delta Epsilon, an International Honor Society in Economics.

President's Civic Leadership Award

SKILLS

Proficient in Microsoft Word, Excel, PowerPoint, and Outlook. Some Quickbooks and Photoshop experience.

WORK EXPERIENCE

International Institute of New England, Manchester, NH

Employment Specialist and Case Manager, May 2015 – current; *Volunteer*, March 2015-May 2015

- Refugee resettlement agency which offers a wide-range of services to newly-arrived Americans.
- Provide case management and employment services by offering one-on-one job coaching, pre and post-employment support services, job readiness class, and job referrals.
- Support case management team by helping with airport pickups, apartment setups, home visits, transportation to appointments and other services as needed.
- Teach a weekly job readiness class that enables our clients to understand the various nuances of work in the U.S. from work ethic to job applications to tax forms to basic banking to job safety etc.
- Coordinate with local employers to find suitable employment opportunities for clients.
- Develop lasting relationships with employers to enable them to see the value of employing our clients.
- Help clients to assess their goals and make an employability plan that aligns with their aspirations.

Thomas Bates Accessories, Greenland, NH

Website Manager and Office Assistant, Spring 2011-June 2014

- Provided administrative and marketing assistance for a small apparel-accessory company.
- Worked directly with a professional website development team to create an entirely new website.
- Managed the backroom of the website, updated the home page, and took new photos.
- Monitored and updated all social media outlets (Facebook, Twitter, and Pinterest) and conducted email blasts.
- Entered invoices, orders, and performed basic bookkeeping in QuickBooks.

The Main Idea at Camp Walden, Denmark, ME

Camp Counselor and Lifeguard, August 2012

- Tuition free camp experience for low-income, primarily inter-city girls, ages 9 to 14.
- Worked as a mentor and role model for a cabin of 9 year olds for 10 days; most of whom had never been to summer camp or an outdoor environment.
- Encouraged all the girls at the camp to try new things by teaching swimming, canoeing, and kayaking as one of the certified lifeguards.

U.S. Small Business Administration, Concord, NH

Office Intern, Summer 2009

- Provided administrative assistance to the NH District office of the SBA.
- Developed spreadsheets and reports regarding the SBA loan activity within the state of NH.
- Led a counseling session at the NH Secretary of State's office to educate the public on the various services provided by the SBA.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: International Institute of New England, Inc.

Name of Program/Service: Refugee Targetted Assistance - Discretionary Grant

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Jeffrey Thielman, President and CEO	\$200,850	0.00%	\$0.00
Rita McDonough, CFO	\$151,410	0.00%	\$0.00
Alexandra Weber, Chief Program Officer	\$130,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

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

Subject: Refugee Targeted Assistance – Discretionary Grant, RFP#2017-OMHRA-02-Refug-03 (ORIS)

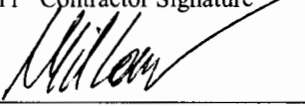
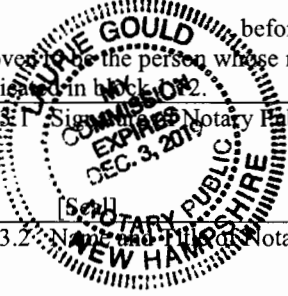
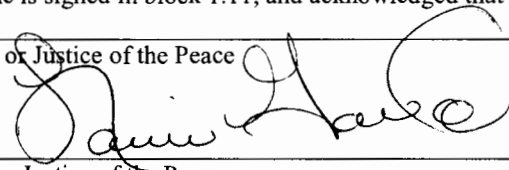
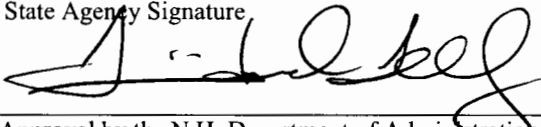
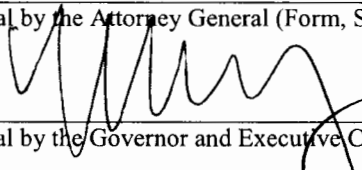
Notice This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Organization for Refugee and Immigrant Success Services, Inc.		1.4 Contractor Address 434 Lake Avenue, 2 nd Floor Manchester, NH 03103	
1.5 Contractor Phone Number 603.296.0443	1.6 Account Number: 05-095-042-422010-79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$120,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603.271.9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Matthew H ID How	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to 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   April 3 rd 2017			
1.13.2 Name and Title of Notary or Justice of the Peace LAURIE GOULD - SSR - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>Meghan York - Attorney</u> 5/2/17			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall not use funding received under this contract for the purposes of capacity building nor shall funding be used to supplant other programs or services.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.
- 1.5. **Covered Populations and Services**
 - 1.5.1. Refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. Refugees in the following categories will receive service priority:
 - 1.5.1.1. New arrivals in their first year in the U.S.;
 - 1.5.1.2. Refugee Cash and TANF recipients;
 - 1.5.1.3. Unemployed refugees; and
 - 1.5.1.4. Employed refugees in need of Cultural Orientation services.

2. Scope of Services

- 2.1. The central purpose of the Targeted Assistance Grant (TAG D) is to assist refugees in achieving self-sufficiency at the earliest possible date after arrival to the United States through comprehensive Cultural Orientation that will address social adjustment factors.
- 2.2. To achieve this goal, the Contractor shall provide Cultural Orientation training and other services that will prepare refugees for self-sufficiency and skill building in the United States. To create more opportunities for refugees' successful integration into United States socioeconomic systems, training may include mentoring, peer support, volunteer engagement and English instruction (ESOL).
- 2.3. The Contractor shall provide Cultural Orientation including, but not limited to the following:



- 2.3.1. Providing a minimum of twelve (12) hours per week of Cultural Orientation instruction to new arrivals for four (4) to six (6) weeks.
 - 2.3.2. Using ESOL curriculum when possible to convey curriculum.
 - 2.3.3. Providing interpreter services to convey curriculum as needed.
 - 2.3.4. Ensuring class attendance of unemployed new arrivals and Refugee Cash Assistance recipients.
 - 2.3.5. Prioritizing new arrivals and public assistance recipients.
 - 2.3.6. Accommodating refugee arrivals by offering rolling enrollment.
 - 2.3.7. Offering Cultural Orientation at easy to access sites.
 - 2.3.8. Administering and maintaining Cultural Orientation assessments by using Contractor preferred instruments, as approved by the Department.
 - 2.3.9. Training and engaging volunteers to provide supplementary Cultural Orientation services.
 - 2.3.10. Utilizing existing organizational resources to conduct outreach, enrollment and retention activities.
 - 2.3.11. Developing comprehensive Cultural Orientation curriculum that must include, but is not limited to:
 - 2.3.11.1. Role of the Resettlement Agency;
 - 2.3.11.2. Rights and Responsibilities;
 - 2.3.11.3. Housing;
 - 2.3.11.4. Employment;
 - 2.3.11.5. Schools and Education;
 - 2.3.11.6. English Language Learning;
 - 2.3.11.7. Money Management;
 - 2.3.11.8. Geographically Specific Services;
 - 2.3.11.9. Benefits;
 - 2.3.11.10. Transportation;
 - 2.3.11.11. Cultural Adjustment and Mental Wellness;
 - 2.3.11.12. Healthcare;
 - 2.3.11.13. Pathway to Citizenship;
 - 2.3.11.14. Nutrition; and
 - 2.3.11.15. Consumer Skills.
- 2.4.** The Contractor shall work collaboratively with key stakeholders throughout the project period.



3. Staffing

3.1. The Contractor shall provide adequate staff assigned to this program, either in-house or through subcontracts. Any sub-contracted staff must be identified as such by the Contractor. New Hampshire Office of Health Equity reserves the right, with thirty (30) days advance notice, to disallow subcontractor use when the subcontractor's handling of staffing concerns is not satisfactory to New Hampshire Office of Health Equity. New Hampshire Office of Health Equity reserves the right to remove any contracted employee from the program for unsatisfactory services.

4. Performance Measures/Deliverables

- 4.1. The Contractor shall maintain test results, attendance records and progress reports in student/client files.
- 4.2. The Contractor shall ensure files are available for Trimester (three times yearly reporting) and review by State Refugee Coordinator during annual monitoring and at other unscheduled times.
- 4.3. The Contractor shall submit Trimester Reports as directed by the Office of Minority Health and Refugee affairs.
- 4.4. The Contractor shall provide Progress Reports that summarize project outcomes. Progress Report due dates align with the trimester reporting periods outlined by the Federal Office of Refugee Resettlement. Progress reports must include benchmarks reached, barriers to reaching benchmarks and solutions to barriers experienced in the previous trimester. If the barriers warrant a change in the original project plan, then the vendor must propose the change in services or work processes to the Department before moving forward with the proposed changes.

<u>Reporting Period</u>	<u>Trimester Report Due Date</u>
10/01/2016 - 01/31/2017	02/15/2017
02/01/2017 - 05/31/2017	06/15/2017
06/01/2017 - 09/30/2017	10/15/2017
10/01/2017 - 01/31/2018	02/15/2018
02/01/2018 - 05/31/2018	06/15/2018
06/01/2018 - 09/30/2018	10/15/2018
10/01/2018 - 01/31/2019	02/15/2019
02/01/2019 - 05/31/2019	06/15/2019
06/01/2019 - 09/30/2019	10/15/2019



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Availability of funding for this contract is dependent upon meeting the requirements set forth in:
 - 2.1. The Catalogue of Federal and Domestic Assistance (CFDA) # 93.576, United States Department of Health and Human Services, Administration for Children and Families, Refugee and Entrant Assistance – State Administered programs. Federal Award Identification (FAIN) Number 90RT019901.
 - 2.2. Funds awarded shall be used solely to support the services outlined in this contract.
3. The Contractor shall provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
4. Payment for Services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices and any attendant reports by the 15th of each month.
 - 4.2. Expenses shall be reported for reimbursement by budget line item in accordance with Exhibit B-1 through Exhibit B-4.
 - 4.3. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
 - 4.4. Invoices and reports identified in Section 4 shall be submitted to:

Department of Health and Human Services
Office of Health Equity
97 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if



Exhibit B

the said services have not been completed in accordance with the terms and conditions of this Agreement.

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

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

Bidder/Program Name: Organization for Refugee and Immigrant Success

Budget Request for: Targeted Assistance Grant - Discretionary
(Name of RFP)

Budget Period: 1 March 2017 - 30 June 2017

Line Item	Agency		Contractor Share		Total		Direct		Indirect		Total
	Request	Match	Request	Match	Request	Match	Request	Match	Request	Match	
1. Total Salary/Wages	\$ 11,000.00	\$ 1,100.00	\$ 12,100.00	\$ -	\$ 12,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 2,420.00	\$ 242.00	\$ 2,662.00	\$ -	\$ 2,662.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 126.06	\$ 12.61	\$ 138.67	\$ -	\$ 138.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 126.06	\$ 12.61	\$ 138.67	\$ -	\$ 138.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 266.67	\$ 26.67	\$ 293.33	\$ -	\$ 293.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 278.18	\$ 27.82	\$ 306.00	\$ -	\$ 306.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 278.18	\$ 27.82	\$ 306.00	\$ -	\$ 306.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 14,090.81	\$ 1,409.09	\$ 15,500.00	\$ -	\$ 15,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct 10.0%



\$ 120,000.00

Bidder/Program Name: Organization for Refugee and Immigrant Success

Budget Request for: Targeted Assistance Grant - Discretionary

(Name of RFP)

Budget Period: 1 July 2017 - 30 June 2018

Line Item	Total Program Cost	
	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 33,000.00	\$ 3,300.00
2. Employee Benefits	\$ 7,260.00	\$ 726.00
3. Consultants	\$ -	\$ -
4. Equipment:	\$ -	\$ -
Rental	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -
5. Supplies:	\$ 378.18	\$ 37.82
Educational	\$ -	\$ -
Lab	\$ -	\$ -
Pharmacy	\$ -	\$ -
Medical	\$ -	\$ -
Office	\$ 378.18	\$ 37.82
6. Travel	\$ 800.00	\$ 80.00
7. Occupancy	\$ -	\$ -
8. Current Expenses	\$ 780.00	\$ 78.00
Telephone	\$ 780.00	\$ 78.00
Postage	\$ -	\$ -
Subscriptions	\$ -	\$ -
Audit and Legal	\$ -	\$ -
Insurance	\$ -	\$ -
Board Expenses	\$ -	\$ -
9. Software	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTAL	\$ 42,218.18	\$ 4,221.82

Indirect As A Percent of Direct

10.0%

Bidder/Program Name: Organization for Refugee and Immigrant Success

Budget Request for: Targeted Assistance Grant - Discretionary

(Name of RFP)

Budget Period: 1 July 2018 - 30 June 2019

Line Item	Total Program Cost	
	Direct Incremental	Indirect Fixed
1. Total Salary/Wages	\$ 33,000.00	\$ 3,300.00
2. Employee Benefits	\$ 7,260.00	\$ 726.00
3. Consultants	\$ -	\$ -
4. Equipment:	\$ -	\$ -
Rental	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -
5. Supplies:	\$ 378.18	\$ 37.82
Educational	\$ -	\$ -
Lab	\$ -	\$ -
Pharmacy	\$ -	\$ -
Medical	\$ -	\$ -
Office	\$ 378.18	\$ 37.82
6. Travel	\$ 800.00	\$ 80.00
7. Occupancy	\$ -	\$ -
8. Current Expenses	\$ 780.00	\$ 78.00
Telephone	\$ 780.00	\$ 78.00
Postage	\$ -	\$ -
Subscriptions	\$ -	\$ -
Audit and Legal	\$ -	\$ -
Insurance	\$ -	\$ -
Board Expenses	\$ -	\$ -
9. Software	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTAL	\$ 42,218.18	\$ 4,221.82

Indirect As A Percent of Direct

10.0%

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

Bidder/Program Name: **Organization for Refugee and Immigrant Success**

Budget Request for: **Targeted Assistance Grant - Discretionary**
(Name of RFP)

Budget Period: **1 July 2019 - 30 September 2019**

Line Item	Total Program Cost		Total	Direct Incremental
	Direct Incremental	Indirect Fixed		
1. Total Salary/Wages	\$ 8,250.00	\$ 825.00	\$ 9,075.00	\$ -
2. Employee Benefits	\$ 1,815.00	\$ 181.50	\$ 1,996.50	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 94.55	\$ 9.45	\$ 104.00	\$ -
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ 94.55	\$ 9.45	\$ 104.00	\$ -
6. Travel	\$ 200.00	\$ 20.00	\$ 220.00	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ 204.09	\$ 20.41	\$ 224.50	\$ -
Telephone	\$ 204.09	\$ 20.41	\$ 224.50	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -

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11. Staff Education and Training	\$	-	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	10,563.64	\$	1,056.36	\$	11,620.00	\$	-
Indirect As A Percent of Direct				10.0%				

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SPECIAL PROVISIONS

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

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



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

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

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

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4/3/17



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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4/3/17



REVISIONS TO GENERAL PROVISIONS

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

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4/3/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MW
Date *4/3/17*

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

4/3/2017
Date

Mukhta Idhow
Name:
Title: Executive Director

Contractor Initials MW
Date 4/3/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

4/3/17
Date

Mukhta Idhan
Name:
Title: executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/3/2017
Date

Mukanta Ulla
Name:
Title: Executive Director

Contractor Initials MU
Date 4/3/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4/3/17
Date

Mukntan Idhwa
Name:
Title: Executive Director

Exhibit G

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

Contractor Initials

MI

Date

4/3/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/3/17
Date

Mukta Idon
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

DHHS
 The State
[Signature]
 Signature of Authorized Representative
Trinidad Tellez
 Name of Authorized Representative
Director
 Title of Authorized Representative
5/30/17
 Date

Organization for Refugee and Immigrant Success
 Name of the Contractor
Mukhta Khan
 Signature of Authorized Representative

 Name of Authorized Representative
executive director
 Title of Authorized Representative
4/3/17
 Date



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

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

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

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

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

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

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

Contractor Name:

4/3/12
Date

Mukulika Isha
Name:
Title: Executive

Contractor Initials MI
Date 4/3/12



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: 329 313 74600
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:

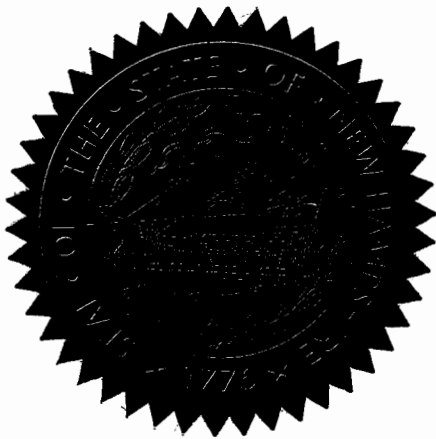
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials YH
Date 4/2/17

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Organization for Refugee and Immigrant Success is a New Hampshire nonprofit corporation formed January 30, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of September A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Organization for Refugee and Immigrant Success
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/3/2017:
(Date)

RESOLVED: That the Mukhta H Idhar
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3rd day of 3 4, 2017.
(Date Contract Signed)

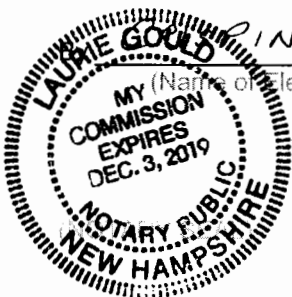
4. Mukhta Idhar is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

x [Signature]
(Signature of the Elected Officer)

STATE OF New Hampshire
County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of April, 2017.



CRISPIN MILELE
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

Commission Expires: 12-3-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2017

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Barbara Souza, ACSR, AAI PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: bsouza@crossagency.com	
INSURED Organization for Refugee & Immigrant Success 434 Lake Avenue, 2nd Floor Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Liberty Mutual Group NH WC Residual INSURER C: Great American Insurance Co INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 17-18 All w/update 17 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1619823	4/23/2017	4/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1619823	4/23/2017	4/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB575151	4/23/2017	4/23/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC531S390628017 3(a) State: NH All officers included	5/8/2017	5/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability		EPP4032532	2/7/2017	2/7/2018	Aggregate Limit \$1,000,000 Deductible \$1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: New Hampshire Department of Health & Human Services is included as additional insured as respects to the general liability as required by written contract. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER Janice.southwick@dhhs.nh.g New Hampshire Department of Health & Human Services 27 Pleasant Street Thayer Building Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B Souza, ACSR, AAI/LD <i>Barbara A Souza</i>
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Mission Statement

The Organization for Refugee and Immigrant Success (ORIS) is an ethnic community-based organization. Our mission is to aid in the resettlement of refugee and immigrant groups in the state of New Hampshire by providing assistance, training, resources, and opportunities that promote self-sufficiency. Over the past five years, ORIS has developed the resources and capabilities to foster the self-sufficiency and integration of new Americans, including the development of an experienced, multinational, and multilingual staff and consultant team.

**ORGANIZATION FOR REFUGEE
AND IMMIGRANT SUCCESS**

Financial Statements
December 31, 2016 and 2015

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
Financial Statements
For The Years Ended December 31, 2016 and 2015

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McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggins, MST, CPA

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
The Organization for Refugee and Immigrant Success

We have reviewed the accompanying financial statements of the Organization for Refugee and Immigrant Success (a nonprofit organization), which comprise the statement of financial position as of December 31, 2016, and 2015, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

McLarney & Company, LLC

McLarney & Company, LLC
February 14, 2017

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Financial Position

December 31, 2016 and 2015

ASSETS

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2016</i>	<i>Total 2015</i>
<u>Current Assets</u>					
Cash	\$ 41,082	\$ 45,611	\$ -	\$ 86,693	\$ 26,066
Accounts Receivable	-	-	-	-	-
Prepaid Expenses	5,158	-	-	5,158	1,921
Deposits	500	-	-	500	500
Total Current Assets	<u>46,740</u>	<u>45,611</u>	<u>-</u>	<u>92,351</u>	<u>28,488</u>
<u>Fixed Assets</u>					
Equipment and Vehicles	73,107	-	-	73,107	73,107
Accumulated Depreciation	(42,686)	-	-	(42,686)	(30,334)
Total Fixed Assets	<u>30,421</u>	<u>-</u>	<u>-</u>	<u>30,421</u>	<u>42,773</u>
 TOTAL ASSETS	 <u>\$ 77,161</u>	 <u>\$ 45,611</u>	 <u>\$ -</u>	 <u>\$ 122,772</u>	 <u>\$ 71,260</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 9,685	\$ -	\$ -	\$ 9,685	\$ 7,382
Accrued Expenses	4,591	-	-	4,591	4,598
Total Current Liabilities	<u>14,276</u>	<u>-</u>	<u>-</u>	<u>14,276</u>	<u>11,980</u>
<u>Net Assets</u>					
Net Assets	<u>62,885</u>	<u>45,611</u>	<u>-</u>	<u>108,496</u>	<u>59,280</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 77,161</u>	<u>\$ 45,611</u>	<u>\$ -</u>	<u>\$ 122,772</u>	<u>\$ 71,260</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Activities

For the Year Ended December 31, 2016 and 2015

	<i>Operating Unrestricted</i>	<i>Temporarily Restricted</i>	<i>Permanently Restricted</i>	<i>Total 2016</i>	<i>Total 2015</i>
Revenue and Support					
Contributions	\$ 2,545	\$ 8,323	\$ -	\$ 10,868	\$ 2,191
Foundation Grants	0	248,105	-	248,105	146,698
State Grants	212,381	-	-	212,381	295,339
Program Service Revenue	29,155	-	-	29,155	42,078
Interest Income	22	-	-	22	12
In-kind Donations	2,000	-	-	2,000	2,000
Grants released from restriction	231,808	(231,808)	-	-	-
TOTAL REVENUE AND SUPPORT	<u>477,911</u>	<u>24,620</u>	<u>-</u>	<u>502,531</u>	<u>488,318</u>
Expenses					
Program Services					
Refugee Services	127,599	-	-	127,599	164,157
Fresh Start Farms	304,523	-	-	304,523	295,962
Total Program Services	<u>432,122</u>	<u>-</u>	<u>-</u>	<u>432,122</u>	<u>460,119</u>
Supporting Services					
General & Management	20,708	-	-	20,708	29,161
Fund Raising	486	-	-	486	7,525
Total Supporting Services	<u>21,194</u>	<u>-</u>	<u>-</u>	<u>21,194</u>	<u>36,687</u>
TOTAL EXPENSES	<u>453,316</u>	<u>-</u>	<u>-</u>	<u>453,316</u>	<u>496,806</u>
Increase (Decrease) in Net Assets	24,596	24,620	-	49,216	(8,488)
NET ASSETS, BEGINNING OF YEAR	<u>\$ 38,289</u>	<u>\$ 20,991</u>	<u>\$ -</u>	<u>\$ 59,280</u>	<u>\$ 67,769</u>
NET ASSETS, END OF YEAR	<u>\$ 62,885</u>	<u>\$ 45,611</u>	<u>\$ -</u>	<u>\$ 108,496</u>	<u>\$ 59,280</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Functional Expenses

For the Year Ended December 31, 2016 and 2015

	<u>Refugee Services</u>	<u>Fresh Start Farms</u>	<u>Total Program Services</u>	<u>General & Management</u>	<u>Fundraising Expenses</u>	<u>2016 Total Expenses</u>	<u>2015 Total Expenses</u>
Salaries and Wages	68,945	159,859	228,804	1,367	450	230,621	235,637
Payroll Taxes	5,663	13,131	18,794	112	36	18,942	18,826
Employee Benefits	7,045	14,392	21,436	-	-	21,436	23,278
Farmers Market	-	5,915	5,915	-	-	5,915	15,499
Education & Staff Development	-	-	-	-	-	-	156
Bookkeeping & Accounting	4,058	10,288	14,347	-	-	14,347	20,362
Professional Consulting	26,704	25,937	52,641	5,973	-	58,614	46,269
Conferences & Travel	3,423	8,968	12,392	404	-	12,795	14,035
Telephone & Communications	557	2,793	3,349	-	-	3,349	2,616
Meeting Costs	1,745	175	1,920	186	-	2,106	7,645
Postage	27	200	228	-	-	228	285
Printing & Reproduction	235	211	446	-	-	446	68
Dues & Subscriptions	300	26	326	-	-	326	58
Office Expense	398	1,015	1,413	179	-	1,591	2,649
Advertising & Marketing	173	38	211	-	-	211	366
Other Expenses	92	870	962	136	-	1,098	309
Vehicle Expenses	91	1,072	1,163	-	-	1,163	3,608
Software	-	-	-	-	-	-	2,638
Farm Expense	-	36,307	36,307	-	-	36,307	63,741
Insurance	4,163	13,860	18,023	-	-	18,023	13,278
Maintenance & Cleaning	245	-	245	-	-	245	342
Rent	3,733	9,467	13,200	-	-	13,200	13,200
Total Expenses Before Depreciation	127,599	304,523	432,122	8,356	486	440,964	484,865
Depreciation Expense	-	-	-	12,352	-	12,352	11,941
TOTALS	127,599	304,523	432,122	20,708	486	453,316	496,806

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESSStatement of Cash Flows
December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash Flows From Operating Activities		
Net income (loss)	\$ 49,216	\$ (8,488)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities		
Depreciation	12,352	11,941
(Increase) decrease in accounts receivable	-	-
(Increase) decrease in prepaid assets	(3,237)	1,820
Increase (decrease) in accounts payable	2,302	7,382
Increase (decrease) in other accrued liabilities	(7)	(14,677)
Increase (decrease) in deposits	-	-
Total adjustments	<u>11,410</u>	<u>6,467</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 60,626</u>	<u>\$ (2,022)</u>
Cash Flows From Investing Activities		
Plant & equipment purchases	-	(4,108)
Net Cash Provided (Used) by Investing Activities	<u>-</u>	<u>(4,108)</u>
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	60,626	(6,129)
CASH AT BEGINNING OF YEAR	<u>26,066</u>	<u>32,195</u>
CASH AT END OF YEAR	<u>\$ 86,693</u>	<u>\$ 26,066</u>

Noncash operating activities:
See Note 7.

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
Notes to Financial Statements
December 31, 2016 and 2015

NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES

The Organization for Refugee and Immigrant Success (ORIS) is a New Hampshire nonprofit charitable corporation. ORIS is organized to aid in the resettlement of refugee and immigrant groups in the State of New Hampshire by providing assistance, training, resources and opportunities that promote self-sufficiency. These objectives are accomplished raising funds and providing government assistance services, employment services, health services, the New American Sustainable Agriculture Project, and conflict resolution and legal services.

Cash and Cash Equivalents

Cash, checking accounts, time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less are deemed to be cash and cash equivalents.

Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires the use of estimates made by the management of the Organization.

Advertising

Advertising costs are charged to operations when incurred.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions.

Donated Goods and Services

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Functional Expense Allocation

The costs of providing various programs and other activities have been summarized in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations have been made by the management of the Organization.

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
Notes to Financial Statements
December 31, 2016 and 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Equipment

The Organization for Refugee and Immigrant Success follows the policy of capitalizing, at cost, all expenditures for equipment in excess of \$500. Equipment is carried at cost. Provision for depreciation is provided on the straight line basis over five to seven years.

Maintenance and repairs costs are charged to operations when incurred, while additions and improvements which extend the useful life of the assets are capitalized. Upon retirement or sale, the cost of the disposed asset together with related amounts of accumulated depreciation are removed from the books and any resulting gain or loss is credited or charged to income.

Financial Statement Presentation

The Organization has adopted Statements of Financial Accounting Standards (SFAS) No. 116, *Accounting for Contributions Received and Made*, and SFAS No. 117, *Financial Statements of Not-For-Profit Organizations*, and applied these standards on a retroactive basis.

SFAS No. 116 requires that unconditional promises to give (pledges) be recorded as receivables and revenues and requires the Organization to distinguish between contributions received for each net asset category depending on the existence and/or nature of any donor restrictions.

SFAS No. 117 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three asset categories based upon the existence or absence of donor-imposed restrictions. As permitted by this new standard, the Organization has discontinued its use of fund accounting and has, accordingly, reclassified its financial statements to present classes of net assets. The three net asset classes are:

Unrestricted

These include unrestricted resources which represent the portion of expendable funds that is available for support of operations.

Temporarily Restricted

These include gifts for which donor imposed restrictions have not been met.

Permanently Restricted

These include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations.

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
Notes to Financial Statements
December 31, 2016 and 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES (Continued)

Income Tax Status

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

In June 2006, the Financial Accounting Standards Board issued interpretation No. 48 ("FIN 48), "Accounting for Uncertainty in Income Taxes" which the Organization elected to adopt in the current year. FIN 48 establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on its tax returns for all open tax years (tax years ended December 2013 and 2015) for purposes of implementing FIN 48, and has concluded that no additional provision for income tax is required in the Organization's financial statements.

NOTE 2 - FIXED ASSETS

At December 31, 2016 and 2015 fixed assets consist of the following:

	<u>2016</u>	<u>2015</u>
Vehicles	\$13,200	\$13,200
Furniture	2,607	2,607
Office Equipment, computers	5,883	5,883
Equipment	51,417	51,417
	<u>73,107</u>	<u>73,107</u>
Less: Accumulated Depreciation	(42,686)	(30,334)
Fixed assets, Net	<u>\$30,421</u>	<u>\$42,773</u>

The Organization has depreciation expense of \$12,352 and \$11,941 for the years ended December 31, 2016 and 2015, respectively.

NOTE 3 - LEASE COMMITMENTS

The Organization for Refugee and Immigrant Success leases its office space under a 2 year lease agreement effective April 18, 2016 for \$1,100 per month that expires May 31, 2018. The amount included as rent expense for the years ended December 31, 2016 and 2015 is \$13,200 and \$13,200, respectively. The lease commitment for future periods is:

2017	\$ 13,200
2018 and thereafter	5,500
	<u>\$ 18,700</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
Notes to Financial Statements
December 31, 2016 and 2015

NOTE 4 - CONCENTRATIONS

Approximately 17% and 23% of the Organization's support was provided by a single Grant for the years ended December 31, 2016 and 2015, respectively.

The Organization maintains multiple bank accounts at one bank. Accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the year ended December 31, 2016. Cash at this institution exceeded Federally insured limits by \$0 at December 31, 2016.

NOTE 5 - ACCOUNTS RECEIVABLE

All amounts are expected to be collected so there is no allowance for uncollectible accounts.

NOTE 6 - DONATED GOODS AND SERVICES

The value of donated goods and services included as contributions in the financial statements and the corresponding program expenses for the years ended December 31, 2016, are as follows:

2016

	<u>Program Services</u>	<u>General & Management</u>	<u>Total</u>
Land Lease	\$2,000	\$0	\$2,000
Direct Program Related Expense	0	0	0
Total	\$2,000	\$0	\$2,000

NOTE 7 - SUPPLEMENTAL CASH INFORMATION

	<u>2016</u>
Noncash operating activities:	
Gifts of goods and services	\$2,000
Interest paid	\$0
Taxes Paid	\$0

NOTE 8 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through February 14, 2017, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended December 31, 2016 and none were found.



Names of the Board Of Directors

Mukhtar Idhow
Executive Director
342 Auburn St
Manchester, NH, 03103
6036745705
midhow@refugeesuccess.org

1 Crispin Milele, Board Chair
184 Karatzas Ave # 203
Manchester NH, 03104
Phone 603 760 8715

5 Abdirahman Yusuf Board
426 Manchetser St
Manchester, NH, 03103
603 820 4243

2 Abukar Masudi, Vice Chair
382 Spruce St # 1
Manchester NH, 03103
Phone 6038922649

3 Souleyman Mori, Treasurer
9 Eddy road
Bedford NH.03110
Phone 347 303 1216

4 Ahmed Weli, Secretary
192 Loudon Road
Concord NH,
6034963107

Muktar Idhow

**397 Cedar St
Manchester NH
midhow@refugeesuccess.org
603-674-5705**

- Community leader who engages diverse populations in community building, conflict resolution, strategic planning and Organizational Leadership
- Solid track record of managing complex projects from planning to implementation and evaluation.
- Skilled manager and administrator, comfortable in both non-profit and for-profit sectors.

Experience:

Oct 2009 – May 2006

Somali Bantu Community Association of NH

Executive Director

Oversee day-to-day operations of ethnic community based organization with an annual budget of \$350,000. Submit application and reports to maintain 501(c) 3 status.

Program management - Develop programs to further the mission of the organization.

Oversee design, promotion, and delivery of quality programs and services. Monitor progress towards the achievement of the programs' objectives and outcomes.

Oversee financial administration - Recommend yearly budget for board approval.

Maintain records of all fiscal matters pertaining to the Organization and ensure that proper controls are in place. Identify resources and establish strategic approach to fundraising. Submit proposals and maintain documentation of funding.

- Provide board support – Provide monthly programs updates, advice and inform the board members of program and organizational operations maintain records of the board of directors meetings.
- Community and public relations –Assure the Organization and its mission, programs and services are constantly presented in strong positive images to relevant stakeholders. Represent the Organization at meetings and conferences.
- Liaison and collaborations- Act as a liaison between refugees, service providers, and the Organization. Establish and maintain contacts with officials of city, state, county and federal agencies in regards to refugee issues. Collaborate with agencies in the greater Manchester area to improve services to the refugees. Maintains knowledge of federal, State and Local rules regarding services to refugees.
- Human resources management - Supervise team of staff and consultants. Manage Memorandum of Understanding with fiscal agent/employer Southern New Hampshire Services.
- Established 32 acre incubator farm and related infrastructure in Lisbon, ME
- Developed the Fresh Start Farms collective marketing program, incl. a 150 member CSA
- Expanded program and outreach efforts to refugee farmers in Manchester, NH
- Advocated on behalf of socially disadvantaged farmers during 2008 farm bill debate
- Transitioned NASAP program, resources, and staff from CEI to Cultivating Community

May 2006 – Present

Organization for refugee and Immigrant Success

Executive Director

Oversee day-to-day operations of ethnic community based organization with an annual budget of \$350,000. Submit application and reports to maintain 501(c) 3 status.

- Program management - Develop programs to further the mission of the organization. Oversee design, promotion, and delivery of quality programs and services. Monitor progress towards the achievement of the programs' objectives and outcomes.
- Oversee financial administration - Recommend yearly budget for board approval. Maintain records of all fiscal matters pertaining to the Organization and ensure that proper controls are in place. Identify resources and establish strategic approach to fundraising. Submit proposals and maintain documentation of funding.
- Provide board support – Provide monthly programs updates, advice and inform the board members of program and organizational operations maintain records of the board of directors meetings.
- Community and public relations – Assure the Organization and its mission, programs and services are constantly presented in strong positive images to relevant stakeholders. Represent the Organization at meetings and conferences.
- Liaison and collaborations- Act as a liaison between refugees, service providers, and the Organization. Establish and maintain contacts with officials of city, state, county and federal agencies in regards to refugee issues. Collaborate with agencies in the greater Manchester area to improve services to the refugees. Maintains knowledge of federal, State and Local rules regarding services to refugees.

Human resources management - Supervise team of staff and consultants. Manage Memorandum of Understanding with fiscal agent/employer Southern New Hampshire Services

Feb 2008 – Sept 2009

Coastal Enterprises, Inc. - Portland, ME

Outreach and Training Coordinator, New American Sustainable Agriculture Project

- Conduct outreach to refugee community; enroll clients in agricultural training programs.
- Coordinate with project partners to secure land for incubator farm program.
- Coordinate trainings and workshops on production and marketing of specialty crops.
- Deliver agricultural English language and financial literacy classes.

Sept 2005 – Feb 2008

Manchester Community Health Center - Manchester, NH

Medical Interpreter

- Act as a liaison between service providers and the Somali Bantu community.
- Provide medical interpretation services for Somali clients.
- Assist in scheduling appointments and contacting clients.
- Assist the home visiting nurses and physicians.

Oct 2007 – Feb 2008

Southern New Hampshire Services - Manchester, NH

Interpreter

- Act as a liaison and interpreter between the Somali Clients and DHHS, welfare, city schools, medical providers, and other service providers in the community.

Jan 2005 – Oct 2007

Manchester – Boston regional Airport – Manchester, NH

Customer Service Representative – Southwest Airlines

- Assist travelers in all aspect of customer service support.
- Assist special needs clients with baggage claim, transportation and connecting them with family members.

Sept 2004 – Jan 2005

Mc. Donald's – Manchester – Boston Regional Airport – Manchester, NH

Cashier

- Acted as the first point of contact
- Assisted in all details included in opening and closing the store
- Acted as the night shift Manager and balanced the cash drawers at the end of each night.
- Prepared closing reports for the early shift manager

May -2001- May -2004?

GT2 Non-profit – Kenya

Farming Training Coordinator

- Acted as a team leader and trainer to assisting local members of the refugee camps on basic crop management and farming skills.
- Helped identify individuals appropriate for training.
- Ordered supplies, plants and other materials to assist the farmers.
- Monitored and conducted home visits with participants.
- Assisted in centralization and distribution of plants and harvest to other communities in need.

Education/ Training:

- Opando High School Hagardera Refugee Camp- Kenya 1990-1998- High School Diploma
- Kenya Secondary School North East province Garrisa Kenya- 1999-2001 Completed the Kenya national exam and received Secondary School Certificate.
- Organizational Leadership- Southern New Hampshire University- 2012-2014

Professional Development

- Principal of accounting- September 3rd 2012-november 30th 2012
- Human Resources Management - SNHU- August 1st 2013-September 30th 2013
- Organizational Leadership Training- October 2nd 2013-November 23rd 2013
- Introduction To business Law- December 3rd 2013-January 28th 2013
- Introduction to Marketing February 3rd 2013- March 31st 2013
- Max Impact Institute - Manchester NH
- Microsoft Office Application Package - October 2006
- NH Minority Health Coalition - Manchester, NH
- Legal and Medical Interpretation Training - May 2006
- Board of Immigration Appeal- Accreditation Training Catholic Legal Clinic Austin TX- April 2nd 2012- April 20th 2012

Overseas Education with Association of Refugee services professional

Visited East Asia refugee processing center in Malaysia, engaged with national organizations including, IOM, RSC, DHHS, IRC and UNHCR learned about refugees resettlement process overseas.

Language skills:

English

Somali (also known as AF Maha, spoken by majority Somali)

Mai Mai (also known as AF Mai, spoken by the Somali Bantu community)

Kiswahili

Minor Arabic

Volunteer:

2010- Present

Board member of Manchester Community Health Center-

Member of Refugee Task Force Committee

Board member of the National Immigrant Farming Initiative

City of Manchester, Refugee Task Force Committee-2012- Present

Manchester Police Department- Advisory Committee- 2013- Present

Alexis Sebantu

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Education:

NHTI September 2013 to June 2014
Course of study: Case management

Concord High School September 2009 to June 2012

Course of studies: Participated in the Upward Bound Program for High School Students.

Uvira, Congo January 1998 to April 2007

Course Of studies: Math, Health Science, Social Studies, Environmental Studies, French, English.

Work Experience:

Manchester, NH

Organization for Refugee and Immigrant Success

Employment Specialist & Case manager

July 2014 to Now

- Meet with clients individually to assess their needs and help them in a variety of areas such as employment, healthcare, housing, outreach, family issues, literacy issues, immigration legalization, and referral services. I also go out with clients for doctor's appointments, hospitals, trainings, workshops, job interviews, home visits, community meetings and many other essential functions involved in completing tasks and achieving success.
- Employment services include assisting clients with resume writing, job searches, applications, and interpretation at interviews. In addition, I make referrals to service providers and other non-profit agencies with specialized employment services. In addition, I offer skill-building workshops on topics such as financial literacy.
- Working with fresh start farms in Manchester and Concord assisting them with Interpretations in workshops, farm and marketing.

Work as a cashier and sale associate at Wal-Mart

May 2011 to June 2014

- Interact with more than hundred Customers in a daily basis.
- I did lots of marketing to sale the merchandise.
- I educated them about the product and make the buy
- Cash out the Customers

Health insurance navigator at BCNH 2015 to 2016

- Conduct public education about the availability of qualified health plans
- Distribute fair, impartial information about enrollment in qualified plans and about the availability of premium tax credits and cost-sharing assistance in the exchange
- Facilitate enrollment in qualified plans
- Refer people who need help resolving a problem with their health plan or with their premium assistance to a consumer assistance or ombudsman program or to another appropriate agency that can help with a grievance or appeal

Volunteer Experiences:*Work with the Congolese Community of Concord, NH March 2014*

- I volunteer to help my community in different areas as an interpreter.
- I work as a volunteer in the FUNNIGHT, Organized by the School District of Concord, NH.
- I helped to interpret our parents in the FUNNIGHT, Serve food to them.

Skills:

- I have Basic Computer skills
- I have done Intermediate training in Excel, Word, and PowerPoint.
- I am fluent in English, French, Swahili, Kinyarwanda, and Kirundi.

I start working with refugee in 2014 as Employment Specialist I prepare refugees for job interviews through regular orientations and trainings on U.S. work ethics and interview skills. It is challenging to train people who never worked back in their home country and do not speak English, but it has been possible thus far. Our program has been successful to employ people with zero English in full-time jobs and make them self-sufficient. I also did management helping those (newly arrived Congolese refugees) on as-needed basis, from interpretation to reading their mails, to transporting them to their appointments, to helping them to navigate and apply for resources available locally.

ORGANIZATION FOR REFUGEE & IMMIGRANT SUCCESS

Cultural Orientation Coordinator **JOB DESCRIPTION**

Location:

Manchester

Employee Category:

Full-Time

Supervisor:

ORIS's Executive Director

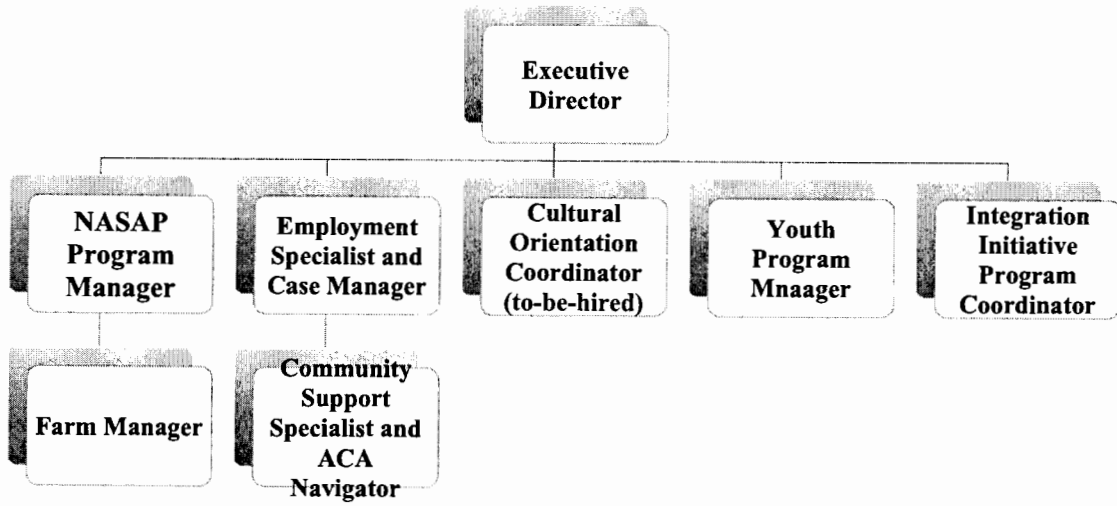
Responsibilities:

To perform this job successfully, an individual must be bilingual/bicultural refugee and able to perform each essential duty outlined below satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Assess and evaluate local R&P Cultural Orientation (CO) programs, as well as external training resources. Develop an ORIS-client-specific CO needs assessment to analyze methodology, resources, capacity and client understanding.
- Design a CO workshop framework and develop a formal CO curriculum and lesson plans incorporating the Cultural Orientation Resource Center's curriculum and materials with data gathered from the ORIS-client-specific needs assessment.
- Develop and incorporate external CO training materials such as guides, handouts, case studies, role-plays, visual presentations and others for use in CO training workshops.
- Develop CO instructor and facilitator training materials for ORIS.
- Develop annual training plan detailing course offerings, objectives, and evaluation methodologies.
- Develop, coordinate, and disseminate a CO training schedule to ensure visibility and encourage attendance.
- Translate certain instructional materials for CO clients in two or more of the following languages: French, Kinyarwanda, Kiswahili, Lingala, and Kinyamulenge. Work with other ORIS staff or enlist volunteer translators to facilitate this process.
- Develop tools and formal processes for evaluating the instructional process and effectiveness of CO provision and overall curriculum.
- Deliver CO training 12 hours per week to an anticipated majority of Congolese refugees from a variety of backgrounds including those with limited formal education and/or literacy skills.

- Maintain enrollment and attendance records.
- Assess the CO needs of newly-arrived refugees on an ongoing basis through the use of surveys, observation, focus groups, and other needs assessment techniques in order to develop focused, relevant training materials that assist ORIS clients in achieving self-sufficiency.
- Assess students at the end of each class, evaluating student progress and program effectiveness.
- Support identification and recruitment of community volunteers to provide mentoring to training participants, as well as community volunteer presenters for appropriate curriculum topics.
- Attend bi-weekly meetings with the Executive Director, Employment Specialist/Case Manager, and Youth Program Manager.
- Engage in organization-wide activities and initiatives including all staff meetings, working groups, and implementation of strategic initiatives.
- Produce regular reports, on both progress and budget justification, in a timely manner.
- Engage in ongoing professional development.
- Maintain the confidentiality of clients and staff in accordance with ORIS policy and procedure.
- Abide by all ORIS safety policies and procedures.
- Present professional and positive image as a representative of ORIS.
- Have adequate knowledge of all ORIS programs and make referrals to other ORIS programs which may be beneficial to the client and his/her family.
- Perform other related duties as assigned by supervisor.

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
ORGANIZATIONAL CHART



ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS
STAFFING PLAN

Position Title	Staff Name	Education / Experience Qualifications	General Responsibilities	Annual Salary (not including 22% fringe)	Percent FTE	Amount Requested
Cultural Orientation Coordinator	To Be Determined	Please see the job description enclosed.	Please see the job description enclosed.	\$33,000	1.0 FTE	\$40,260
Executive Director	Muktar Idhow	Please refer to resume enclosed.	Please refer to resume enclosed.	\$50,000	1.0 FTE	\$0.00
Employment Specialist and Case Manager	Alexis Sebantu	Please refer to resume enclosed.	Please refer to resume enclosed.	\$35,000	.5 FTE	\$0.00
Youth Program Manager	Wendy Stevens	Please refer to resume enclosed.	Please refer to resume enclosed.	\$35,000	1.0 FTE	\$0.00