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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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August 29, 2014

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

Requested Action

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into an agreement with Organization for Refugee and Immigrant Success (VC#231023 B001), 434 Lake Avenue, Manchester, NH 03103, to provide social services that lead directly to self-sufficiency for refugees in an amount not to exceed \$30,000, effective upon the date of Governor and Executive Council Approval, through September 30, 2016. *100% Federal Funds*

This contract is contingent upon the quarterly receipt of Federal Refugee Social Services Grant funds. Funds will be available in the following accounts in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

05-095-042-4220010-79220000-500731 HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES Please see attachment for fiscal detail.

Explanation

The purpose of this contract is to provide social services that lead directly to self-sufficiency for refugees who have been in the United States for less than five years and currently reside in the cities of Concord, Laconia, Nashua and Manchester. Only those cities impacted by refugee resettlement were considered for funding. This contract will provide employment readiness training, job development and other services that remove barriers to sustained employment. Other services include transportation, health care management, orientation to American systems and cultural education for mainstream providers.

Project staff will coordinate resources, evaluate goals and adapt the scope of work to reflect changes in refugee profiles and employment opportunities. The vendor will collect data relative to refugees that entered employment, 90 day retention, and hourly rates.

Measures being monitored include:

- Sustained employment;
- Increased understanding of and access to American systems.

Performance will be monitored through annual monitoring and trimester reporting activities as defined in the Scope of Services.

The vendor was selected to perform the requested services through a competitive bid process. The Request for Proposals was released on the Department of Health and Human Service's web site on May 19, 2014. Four bidders submitted proposals. This is the fourth and final contract to be presented to Governor and Council for approval. An evaluation team from the Department of Health and Human Services personnel reviewed and evaluated the proposals based on the evaluation criteria specified in the Request for Proposal. The Department has detailed specific core activities in the contract from which the effectiveness of the contractor will be measured.

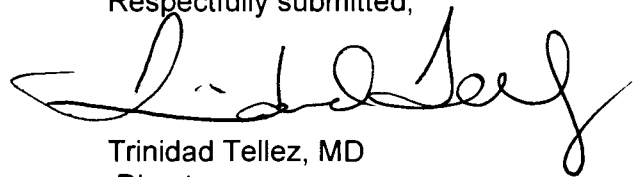
The vendor has a proven track record of effectively serving refugees. In past grants, they have consistently demonstrated excellent program and case management strategies to achieve identified objectives.

Area Served: Concord, Laconia, Manchester and Nashua

Source: 100% Federal Funds

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:



Nicholas A. Toumpas
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*

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

Organization for Refugee and Immigrant Success 434 Lake Ave., Manchester, NH 03103 (Vendor#TBD)

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	42200013	Contracts for Program Services	\$11,250
2016	102-500731	42200013	Contracts for Program Services	\$15,000
2017	102-500731	42200013	Contracts for Program Services	\$ 3,750
			Total	\$30,000

Refugee Social Services Refugee Social Services
 Contract Purpose 0
 RFP Score Summary

RFA/RFP CRITERIA	Max Pts	IIB, Manchester, NH	LCS, Concord, NH	BCNH, Manchester, NH	ORIS, Manchester, NH	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Experience and Capacity	20	18.33	17.83	17.83	15.50	0.00	0.00	0.00	0.00	0.00
Need & Target Population	15	13.67	13.67	13.00	12.33	0.00	0.00	0.00	0.00	0.00
Approach	30	26.33	27.00	25.00	23.00	0.00	0.00	0.00	0.00	0.00
Collaboration/Partnerships	5	2.33	4.67	4.50	3.67	0.00	0.00	0.00	0.00	0.00
Outcomes	20	17.00	16.67	15.00	15.67	0.00	0.00	0.00	0.00	0.00
Budget	10	9.67	9.33	8.00	12.00	0.00	0.00	0.00	0.00	0.00
TOTAL POINTS	100	87.33	89.17	83.33	82.17	0.00	0.00	0.00	0.00	0.00

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

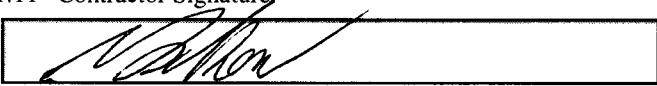
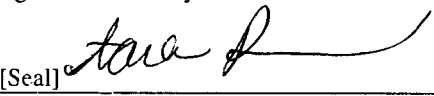
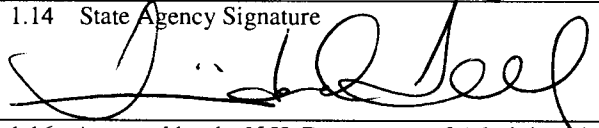
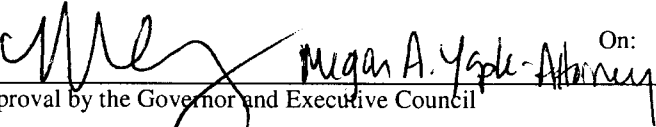
RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1	Brandon Anderson	Refugee Program Specialist	OMHRA		
2	Barbara Seebart	State Refugee Coordinator	OMHRA		
3	Gerardo Zayas	Chief Operating Officer	Harbor Homes		
4					
5					
6					
7					
8					
9					
10					

Subject: Organization for Refugee and Immigrant Success--Refugee Social Services **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Health and Human Services</u>		1.2 State Agency Address <u>97 Pleasant Street, Thayer Building, Concord, NH, 03301</u>	
1.3 Contractor Name <u>Organization for Refugee and Immigrant Success</u>		1.4 Contractor Address <u>521 Maple Street, Manchester, NH 03104</u>	
1.5 Contractor Phone Number <u>(603) 296-0443</u>	1.6 Account Number <u>010-042-792200004200013</u>	1.7 Completion Date <u>September 30, 2016</u>	1.8 Price Limitation <u>\$30,000</u>
1.9 Contracting Officer for State Agency <u>Barbara Seebart, Refugee Coordinator</u>		1.10 State Agency Telephone Number <u></u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Mukhtar Idhow, Executive Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/3/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		Tara Pizzigno Notary Public, State of New Hampshire My Commission Expires Nov. 18, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tara Pizzigno Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Trinidad Tellez, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u></u> Director, On: <u></u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Megan A. York - Attorney</u> On: <u>10/14/14</u>			
1.18 Approval by the Governor and Executive Council By: <u></u> On: <u></u>			

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

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

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

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

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

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

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

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

Contractor Initials *mhi*
Date *10/21/14*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Organization for Refugee and Immigrant Success, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1 Notwithstanding any provisions of this Agreement to the contrary, all Obligations of the State are contingent upon receipt of federal funds under the Refugee Social Services Grant. The Social Services Grant is a formula grant under which the State receives quarterly allocations. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds allocated quarterly.
- 1.2 Should funding be received for Budget Year 1, continued funding of the Contract for Budget Year 2 will be subject to the conditions of Exhibit A, Section 1.1, and the State's receipt of federal funds.

2. SCOPE OF SERVICES

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

The Contractor shall perform the following services each year of the contract, which include, but are not limited to the following:

- 2.1 Provide job-related services to 50 African refugees to include initial and second job placements, job upgrades, job development and referral to training.
- 2.2 Provide resources and referrals that support 50 African refugees' access to affordable housing, including assistance with applications and paperwork.

Contractor Initials *Mhi*
Date *12/7/14*

- 2.3 Refer, as needed, 50 African refugees to health/mental health and other services providers.
- 2.4 Facilitate participation in public programs such as WIC, Head Start, Fuel Assistance, TANF, SNAP, and NH Healthy Kids.
- 2.5 Advocate, on behalf of refugees, to protect rights and ensure access to services.
- 2.6 Provide cultural and linguistic interpreter services in public and private settings such as schools, courts and businesses.
- 2.7 The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or service, within 10 days of the contract effective date.

3. Reporting

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

Contractor Initials *Mh*
Date *10/31/14*

Organization for Refugee and Immigrant Success, Inc.

EXHIBIT B

Method and Conditions Precedent to Payment

The Contractor shall provide the service in Exhibit A in compliance with funding requirements of CFDA Title **#93.566**, the Refugee Entrant Assistance State Administered Programs – Refugee Social Services Grant, Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

The State 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.

1. Funding is split uniformly between the contract budget years.
2. Funding is contingent upon Exhibit A, Conditional Nature of Agreement.
3. For the purposes of this contract, Budget Years are defined as:
Budget Year 1: Upon Governor and Council approval through September 30, 2015.
Budget Year 2: October 1, 2015 through September 30, 2016
4. Reimbursements for services provided shall be made by the State on a monthly basis after receipt and review of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall include, at a minimum, the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
5. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices must be submitted by October 31, 2016.
6. Invoices shall be sent to the Office of Minority Health and Refugee Affairs, 97 Pleasant Street, Concord, NN 03301.

Contractor Initials Mhi
Date 10/31/14



SPECIAL PROVISIONS

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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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.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

10/3/14
Date

Mukhtar Idhawi, EXECUTIVE Director
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

10/31/14
Date

Mark Hunter *idhow: executive Director*
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/31/14
Date

Mitchell Edlow, Executive Director
Name:
Title:

Contractor Initials ME
Date 10/31/14



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

10/3/14
Date

Contractor Name:

Murkton Wilson, Executive Director
Name:
Title:



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/3/14
Date

Mutata
Name:
Title:

Contractor Initials MH
Date 10/3/14



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

MHI
10/31/14



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.

(3) 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.

Abi

10/27/14



Exhibit I

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

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

New Hampshire DHHS
The State

Organization for Refugee and Immigrant Success
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Mukhtar Ikhon
Name of Authorized Representative

Trinidad Tellez
Name of Authorized Representative

Executive Director
Title of Authorized Representative

Director
Title of Authorized Representative

10/3/2014
Date

10/9/14
Date

Contractor Initials [Signature]
Date 10/9/14



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

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

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

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

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

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

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

Contractor Name:

10/3/2014
Date

Mukhtar Khan, Executive Director
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 829 313 746 0000
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: _____

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 29th day of September A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, KARY JENCKS, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of OPIS.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 10.3.14:
(Date).

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

Refused SOCIAL SERVICES PROGRAM services.

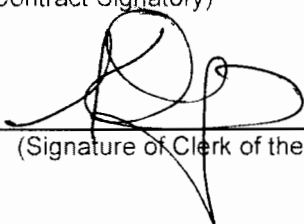
RESOLVED: That the Executive Director, Mukhtar Idhow
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 October, 2014.
(Date Contract Signed)

4. Mukhtar Idhow is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



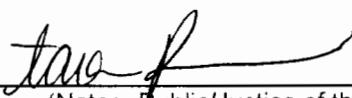
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of New Hampshire, Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of October, 2014.

By Kary Jencks
(Name of Clerk of the Corporation)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

Tara Pizzigno Notary Public, State of New Hampshire My Commission Expires Nov. 18, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2014

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 E-MAIL ADDRESS: bsouza@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED Organization for Refugee & Immigrant Success 434 Lake Avenue, 2nd Floor Manchester NH 03103	INSURER A: Philadelphia Ins Co	
	INSURER B: Liberty Mutual Group NH WC	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL149318346 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1158369	4/23/2014	4/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
							\$
A	AUTOMOBILE LIABILITY			PHUB455654	4/23/2014	4/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR	PHUB455654	4/23/2014	4/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC531S390628014	5/8/2014	5/8/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER **CANCELLATION**

Office of Minority Health & Refugee Affairs 9 Pleasant St. Thayer Building 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 B Souza, ACSR, AAI/BS <i>Barbara A Souza</i>

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS

Financial Statements
December 31, 2013

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Financial Statements
For The Years Ended December 31, 2013

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McLarney & Company, LLC

Certified Public Accountants & Business Advisors

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Robert F. Siggins, MST, CPA
Shawn R. Tewksbury, CPA, CFP

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Organization for Refugee and Immigrant Success
434 Lake Avenue
Manchester NH 03103

We have audited the accompanying statement of financial position of The Organization for Refugee and Immigrant Success (a nonprofit organization) as of December 31, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Organization for Refugee and Immigrant Success as of December 31, 2013, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2014, on our consideration of The Organization for Refugee and Immigrant Success's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

McLarney & Company, LLC
McLarney & Company, LLC
March 3, 2014

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Financial Position

December 31, 2013

ASSETS

	<i><u>Operating Unrestricted</u></i>	<i><u>Temporarily Restricted</u></i>	<i><u>Permanently Restricted</u></i>	<i><u>Total 2013</u></i>
<u>Current Assets</u>				
Cash	\$ (1,629)	\$ 13,682	\$ -	\$ 12,053
Accounts Receivable	9,418	-	-	9,418
Prepaid Expenses	2,151	-	-	2,151
Deposits	500	-	-	500
Total Current Assets	<u>10,440</u>	<u>13,682</u>	<u>-</u>	<u>24,122</u>
<u>Fixed Assets</u>				
Equipment and Vehicles	57,235	-	-	57,235
Accumulated Depreciation	(8,039)	-	-	(8,039)
Total Fixed Assets	<u>49,196</u>	<u>-</u>	<u>-</u>	<u>49,196</u>
 TOTAL ASSETS	 <u>\$ 59,637</u>	 <u>\$ 13,682</u>	 <u>\$ -</u>	 <u>\$ 73,319</u>

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>				
Accounts Payable	\$ 5,859	\$ -	\$ -	\$ 5,859
Accrued Expenses	7,970	-	-	7,970
Total Current Liabilities	<u>13,829</u>	<u>-</u>	<u>-</u>	<u>13,829</u>
<u>Net Assets</u>				
Net Assets	<u>45,808</u>	<u>13,682</u>	<u>-</u>	<u>59,490</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 59,637</u>	<u>\$ 13,682</u>	<u>\$ -</u>	<u>\$ 73,319</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Activities

For the Year Ended December 31, 2013

	<i><u>Operating Unrestricted</u></i>	<i><u>Temporarily Restricted</u></i>	<i><u>Permanently Restricted</u></i>	<i><u>Total 2013</u></i>
<u>Revenue and Support</u>				
Foundation Grants	56,218	13,682	-	69,900
State Grants	225,337	-	-	225,337
Program Service Revenue	25,181	-	-	25,181
Interest Income	15	-	-	15
In-kind Donations	2,000	-	-	2,000
Grants released from restriction	1,182	(1,182)	-	-
TOTAL REVENUE AND SUPPORT	<u>309,933</u>	<u>12,500</u>	<u>-</u>	<u>322,433</u>
<u>Expenses</u>				
<u>Program Services</u>				
Refugee Services	132,214	-	-	132,214
Fresh Start Farms	92,617	-	-	92,617
NH Art	2,594	-	-	2,594
Total Program Services	<u>227,425</u>	<u>-</u>	<u>-</u>	<u>227,425</u>
<u>Supporting Services</u>				
General & Management	47,039	-	-	47,039
Fund Raising	6,307	-	-	6,307
Total Supporting Services	<u>53,346</u>	<u>-</u>	<u>-</u>	<u>53,346</u>
TOTAL EXPENSES	<u>280,771</u>	<u>-</u>	<u>-</u>	<u>280,771</u>
Increase (Decrease) in Net Assets	29,162	12,500	-	41,662
NET ASSETS, BEGINNING OF YEAR	<u>\$ 16,645</u>	<u>\$ 1,182</u>	<u>\$ -</u>	<u>\$ 17,827</u>
NET ASSETS, END OF YEAR	<u>\$ 45,808</u>	<u>\$ 13,682</u>	<u>\$ -</u>	<u>\$ 59,490</u>

Noncash operating activities:
See Note 7.

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statements of Functional Expenses

For the Year Ended December 31, 2013

	Refugee Services	Fresh Start Farms	NH Arts	Total Program Services	General & Management	Fundraising Expenses	2013 Total Expenses
Salaries and Wages	77,867	24,338	558	102,762	9,161	4,580	116,503
Payroll Taxes	5,045	2,355	52	7,451	594	297	8,342
Employee Benefits	13,882	2,042	-	15,924	1,633	817	18,374
Farmers Market	58	4,175	-	4,233	-	-	4,233
Education & Staff Development	200	200	-	400	-	-	400
Bookkeeping & Accounting	-	-	-	-	8,641	-	8,641
Professional Consulting	22,488	19,818	1,200	43,506	-	-	43,506
Conferences & Travel	5,548	8,366	114	14,027	-	-	14,027
Telephone & Communications	1,458	104	-	1,562	171	86	1,819
Meeting Costs	211	380	-	591	-	-	591
Postage	-	-	-	-	37	5	42
Printing & Reproduction	747	265	120	1,132	-	-	1,132
Dues & Subscriptions	205	50	-	255	-	-	255
Office Expense	-	-	535	535	5,489	283	6,307
Advertising & Marketing	-	-	-	-	171	-	171
Other Expenses	170	142	15	327	-	-	327
Vehicle Expenses	-	1,059	-	1,059	-	-	1,059
Software	-	-	-	-	1,051	-	1,051
Farm Expense	-	28,702	-	28,702	-	-	28,702
Fundraising Expenses	-	-	-	-	-	-	-
Insurance	4,066	222	-	4,288	478	239	5,005
Maintenance & Cleaning	270	400	-	670	-	-	670
Rent	-	-	-	-	13,300	-	13,300
Total Expenses Before Depreciation	132,214	92,617	2,594	227,425	40,725	6,307	274,457
Depreciation Expense	-	-	-	-	6,314	-	6,314
TOTALS	132,214	92,617	2,594	227,425	47,039	6,307	280,771

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGRANT SUCCESS

Statement of Cash Flows

December 31, 2013

	<u>2013</u>
Cash Flows From Operating Activities	
Net income (loss)	\$ 41,662
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities	
Depreciation	6,314
(Increase) decrease in accounts receivable	10,660
(Increase) decrease in prepaid assets	(2,151)
Increase (decrease) in deferred revenue	0
Increase (decrease) in accounts payable	(14,879)
Increase (decrease) in other accrued liabilities	7,970
Increase (decrease) in deposits	<u>(500)</u>
Total adjustments	<u>7,414</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 49,076</u>
Cash Flows From Investing Activities	
Plant & equipment purchases	<u>(38,493)</u>
Net Cash Provided (Used) by Investing Activities	<u>(38,493)</u>
NET INCREASE (DECREASE) IN CASH	10,583
CASH AT BEGINNING OF YEAR	<u>1,470</u>
CASH AT END OF YEAR	<u>\$ 12,053</u>

See Accompanying Notes and Accountant's Report

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2013

NOTE 1 - SIGNIFICANT ACCOUNTING PRINCIPLES

The Organization for Refugee and Immigrant Success (ORIS) is a New Hampshire nonprofit charitable corporation. ORIS is organized to aid in the resettlement of refugee and immigrant groups in the State of New Hampshire by providing assistance, training, resources and opportunities that promote self-sufficiency. These objectives are accomplished raising funds and providing government assistance services, employment services, health services, the New American Sustainable Agriculture Project, and conflict resolution and legal services.

Cash and Cash Equivalents

Cash, checking accounts, time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less are deemed to be cash and cash equivalents.

Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires the use of estimates made by the management of the Organization.

Advertising

Advertising costs are charged to operations when incurred.

Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions.

Donated Goods and Services

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Functional Expense Allocation

The costs of providing various programs and other activities have been summarized in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations have been made by the management of the Organization.

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2013

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 IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2013

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) 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, 2013 fixed assets consist of the following:

	2013
Vehicles	\$13,200
Furniture	2,108
Office Equipment, computers	4,033
Equipment	37,894
	57,235
Less: Accumulated Depreciation	(8,039)
Fixed assets, Net	\$49,196

The Organization has depreciation expense of \$6,314 for the year ended December 31, 2013.

NOTE 3 - LEASE COMMITMENTS

The Organization for Refugee and Immigrant Success leases its office space under a 2 year lease agreement effective April 2, 2013 for \$1,100 per month that expires March 31, 2015. The amount included as rent expense for the year ended December 31, 2013 is \$13,300. The lease commitment for future periods is:

2014	\$13,300
2015	\$ 3,300
2016 and thereafter	\$ 0
	\$16,600

ORGANIZATION FOR REFUGEE AND IMMIGTANT SUCCESS
Notes to Financial Statements
December 31, 2013

NOTE 4 - CONCENTRATIONS

Approximately 48% of the Organization's support was provided by a grant from a single State Grant for the year ended December 31, 2013.

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, 2013. Cash at this institution exceeded Federally insured limits by \$0 at December 31, 2013.

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, 2013, are as follows:

<u>2013</u>	<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>2013</u>
Noncash operating activities:	
Gifts of goods and services	\$2,000
Interest paid	\$0
Taxes Paid	\$0

NOTE 8 – RELATED PARTIES

Southern New Hampshire Services, a New Hampshire nonprofit, provided payroll and benefit services for The Organization for Refugee and Immigrant Success from January to July 2013. The total amount of services paid to Southern New Hampshire Services was \$39,702 in 2013.

NOTE 9 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through March 3, 2014, 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, 2013 and none were found.

McLarney & Company, LLC

Certified Public Accountants & Business Advisors

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Robert F. Siggins, MST, CPA
Shawn R. Tewksbury, CPA, CFP

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

To the Board of Directors of
Organization for Refugee and Immigrant Success
434 Lake Avenue
Manchester NH 03103

We have audited the financial statements of The Organization for Refugee and Immigrant Success (a nonprofit organization) as of December 31, 2013, and have issued our report thereon dated March 3, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of The Organization for Refugee and Immigrant Success is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered The Organization for Refugee and Immigrant Success's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Organization for Refugee and Immigrant Success's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

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

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Organization for Refugee and Immigrant Success's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of The Organization for Refugee and Immigrant Success in a separate letter dated March 3, 2014.

This report is intended solely for the information and use of management, others within the entity, and the Board of Directors, and is not intended to be and should not be used by anyone other than these specified parties.

McLarney & Company, LLC

McLarney & Company, LLC
March 3, 2014



Board of Directors, 2014

Mr. Mukhtar Idhow
ORIS Executive Director

Ms. Kary Nealle Jenks
ORIS Board Chair
Intern Executive Director of NH Citizen Alliance
Consultant at NH State Legislative

Ms. Shannon Richmond
ORIS Board Secretary
PC Connection

Mr. Abukar Masudi
Team Leader at Pleasant View Garden

Mr. Pierre Kabeya
President of Congolese Community of NH

Mr. Hashun Mohamed
Line Leader and Community Sports Volunteer Coordinator

Mr. Kevin Hodges
Political Consultant

George Herrmann
Executive Director of Measured Progress

Thandi Tshabangu-Soko
NH Community College Professor

Abdirahman Yusuf

Organization for Refugee and Immigrant Success
434 Lake Ave., Second Floor, Manchester NH 03103



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
434 Lake Ave., Second Floor, Manchester NH 03103

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: federal fiscal year: October 1, 2014- September 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$12,272		\$12,272
2. Employee Benefits	\$2,454.40		\$2,454.40
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies	\$200		\$200
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel	\$73.60		\$73.60
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$15,000		\$15,000

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: federal fiscal year: October 1, 2015- September 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$12,272		\$12,272
2. Employee Benefits	\$2,454.40		\$2,454.40
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies	\$200		\$200
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel	\$73.60		\$73.60
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$15,000		\$15,000

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: i. (10/01/2014 – 09/30/2015)

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$8,968		\$8,968
2. Employee Benefits	\$1,793.60		\$1,793.60
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies	\$200		\$200
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel	\$73.60		\$73.60
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$11,035.20		\$11,035.20

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: ii. (06/30/2015 – 09/30/2015)

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$3,304		\$3,304
2. Employee Benefits	\$660.80		\$660.80
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies			
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel			
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$3,964.80		\$3,964.80

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: iii. (10/01/2015 – 06/30/2016)

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$8,968		\$8,968
2. Employee Benefits	\$1,793.60		\$1,793.60
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies	\$200		\$200
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel	\$73.60		\$73.60
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$11,035.20		\$11,035.20

Appendix A

Budget Form

Bidder/Program Name: Organization for Refugee and Immigrant Success (ORIS)

Budget Request for: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: iv. (06/30/2016 – 09/30/2016)

Line Item	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$3,304		\$3,304
2. Employee Benefits	\$660.80		\$660.80
3. Consultants			
4. Equipment			
- Rental			
- Repair and Maintenance			
- Purchase/Depreciation			
5. Supplies			
- Educational			
- Lab			
- Pharmacy			
- Medical			
- Office			
6. Travel			
7. Occupancy			
8. Current Expenses			
9. Software			
10. Marketing/Communications			
11. Staff Education and Training			
12. Subcontract/Agreements			
13. Other			
TOTAL:	\$3,964.80		\$3,964.80

ORIS

Refugee Social Services Program

Appendix B

Program Staff List

Department of Health and Human Services. Complete one Program Staff List for each Fiscal Year.

Proposal Agency Name: Organization for Refugee and Immigrant Success (ORIS)

Program: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: i. (10/01/2014 – 06/30/2015)

A.	B.	C.	D.	E.	F.	G.
Position Title	Current Individual in Position	Projected hourly rate as of 1 st day of budget period	Hours per week	Amount funded by this program for budget period	Amount funded by other sources for budget period	Site
Administrative Salaries:						
Total Admin. Salaries:						
Direct Services Salaries						
Outreach Coordinator	Mr. Alex Sebantu	\$16	35	\$6,080	\$15,200	ORIS (Manchester)
Assoc. Director/Employment Specialist	Ms. Emma Tobin	\$19	35	\$2,888	\$22,383	ORIS (Manchester)
Total Direct Salaries				\$8,969	\$37,583	
Total Salaries by Program:				\$8,969	\$37,583	

ORIS

Refugee Social Services Program

Appendix B

Program Staff List

Department of Health and Human Services. Complete one Program Staff List for each Fiscal Year.

Proposal Agency Name: Organization for Refugee and Immigrant Success (ORIS)

Program: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: ii. (06/30/2015 – 09/30/2015)

A.	B.	C.	D.	E.	F.	G.
Position Title	Current Individual in Position	Projected hourly rate as of 1 st day of budget period	Hours per week	Amount funded by this program for budget period	Amount funded by other sources for budget period	Site
Administrative Salaries:						
Total Admin. Salaries:						
Direct Services Salaries						
Outreach Coordinator	Mr. Alex Sebantu	\$16	35	\$2,240	\$5,500	ORIS (Manchester)
Assoc. Director/Employment Specialist	Ms. Emma Tobin	\$19	35	\$1,064	\$8,246	ORIS (Manchester)
Total Direct Salaries				\$3,304	\$19,246	
Total Salaries by Program:				\$3,304	\$19,246	

ORIS

Refugee Social Services Program

Appendix B

Program Staff List

Department of Health and Human Services. Complete one Program Staff List for each Fiscal Year.

Proposal Agency Name: Organization for Refugee and Immigrant Success (ORIS)

Program: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: iii. (10/01/2015 – 06/30/2016)

A. Position Title	B. Current Individual in Position	C. Projected hourly rate as of 1 st day of budget period	D. Hours per week	E. Amount funded by this program for budget period	F. Amount funded by other sources for budget period	G. Site
Administrative Salaries:						
Total Admin. Salaries:						
Direct Services Salaries						
Outreach Coordinator	Mr. Alex Sebantu	\$16	35	\$6,080	\$15,200	ORIS (Manchester)
Assoc. Director/Employment Specialist	Ms. Emma Tobin	\$19	35	\$2,888	\$22,383	ORIS (Manchester)
Total Direct Salaries				\$8,969	\$37,583	
Total Salaries by Program:				\$8,969	\$37,583	

ORIS

Refugee Social Services Program

Appendix B

Program Staff List

Department of Health and Human Services. Complete one Program Staff List for each Fiscal Year.

Proposal Agency Name: Organization for Refugee and Immigrant Success (ORIS)

Program: Refugee Social Services Program (RFP) #15-DHHS-OHS-OMHRA-03

Budget Period: iv (06/30/2016 – 09/30/2016)

A. Position Title	B. Current Individual in Position	C. Projected hourly rate as of 1 st day of budget period	D. Hours per week	E. Amount funded by this program for budget period	F. Amount funded by other sources for budget period	G. Site
Administrative Salaries:						
Total Admin. Salaries:						
Direct Services Salaries						
Outreach Coordinator	Mr. Alex Sebantu	\$16	35	\$2,240	\$5,500	ORIS (Manchester)
Assoc. Director/Employment Specialist	Ms. Emma Tobin	\$19	35	\$1,064	\$8,246	ORIS (Manchester)
Total Direct Salaries				\$3,304	\$19,246	
Total Salaries by Program:				\$3,304	\$19,246	



ORIS – Refugee Social Services

Budget Justification, Budget period I. (Oct. 1 2014 – June 30, 2015).

1. Salaries/wages – Funded requested: \$8,968

Outreach Coordinator: 10 hours/week x 38 weeks x \$16/hour = \$6,080

Associate Director: 4 hours/week x 38 weeks x \$19/hour= \$2,888

2. Fringe benefits – funds requested: \$1,793.60



20% fringe rate on \$8,246 = \$1,793.60

3. Supplies – funds requested: \$200

General office and case management supplies (notebooks, pens, client files, etc.)

4. Travel – funded requested: \$73.60

Local travel at \$.50/mile



ORIS – Refugee Social Services

Budget Justification, Budget period II. (June 30, 2014 – September 30, 2015).

1. Salaries/wages – Funded requested: \$3,304

Outreach Coordinator: 10 hours/week x 14 weeks x \$16/hour = \$2,240

Associate Director: 4 hours/week x 14 weeks x \$19/hour= \$1,064

2. Fringe benefits – funds requested: \$660.80

20% fringe rate on \$3,038 = \$660.80

ORIS – Refugee Social Services

Budget Justification, Budget period iii. (Oct. 1 2015 – June 30, 2016).

1. Salaries/wages – Funded requested: \$8,968

Outreach Coordinator: 10 hours/week x 38 weeks x \$16/hour = \$6,080

Associate Director: 4 hours/week x 38 weeks x \$19/hour= \$2,888

2. Fringe benefits – funds requested: \$1,793.60

20% fringe rate on \$8,246 = \$1,793.60

3. Supplies – funds requested: \$200

General office and case management supplies (notebooks, pens, client files, etc.)

4. Travel – funded requested: \$73.60

Local travel at \$.50/mile

ORIS – Refugee Social Services

Budget Justification, Budget period IV. (June 30, 2016 – September 30, 2016).

1. Salaries/wages – Funded requested: \$3,304

Outreach Coordinator: 10 hours/week x 14 weeks x \$16/hour = \$2,240

Associate Director: 4 hours/week x 14 weeks x \$19/hour= \$1,064

2. Fringe benefits – funds requested: \$660.80

20% fringe rate on \$3,038 = \$660.80



Muktar Idhow

- 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.
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- Human resources management - Supervise team of staff and consultants. Manage Memorandum of Understanding with fiscal agent/employer Southern New Hampshire Services

Feb 2008 – Sept 2009

Coastal Enterprises, Inc. - Portland, ME

Outreach and Training Coordinator, New American Sustainable Agriculture Project

- Conduct outreach to refugee community; enroll clients in agricultural training programs.
- Coordinate with project partners to secure land for incubator farm program.
- Coordinate trainings and workshops on production and marketing of specialty crops.
- Deliver agricultural English language and financial literacy classes.

Sept 2005 – Feb 2008

Manchester Community Health Center - Manchester, NH

Medical Interpreter

- Act as a liaison between service providers and the Somali Bantu community.
- Provide medical interpretation services for Somali clients.
- Assist in scheduling appointments and contacting clients.
- Assist the home visiting nurses and physicians.

Oct 2007 – Feb 2008

Southern New Hampshire Services - Manchester, NH

Interpreter

- Act as a liaison and interpreter between the Somali Clients and DHHS, welfare, city schools, medical providers, and other service providers in the community.

Jan 2005 – Oct 2007

Manchester – Boston regional Airport – Manchester, NH

Customer Service Representative – Southwest Airlines

- Assist travelers in all aspect of customer service support.
- Assist special needs clients with baggage claim, transportation and connecting them with family members.

Sept 2004 – Jan 2005

Mc. Donald's – Manchester – Boston Regional Airport – Manchester, NH

Cashier

- Acted as the first point of contact
- Assisted in all details included in opening and closing the store
- Acted as the night shift Manager and balanced the cash drawers at the end of each night.
- Prepared closing reports for the early shift manager

May -2001- May -2004?

GT2 Non-profit – Kenya

Farming Training Coordinator

- Acted as a team leader and trainer to assisting local members of the refugee camps on basic crop management and farming skills.
- Helped identify individuals appropriate for training.
- Ordered supplies, plants and other materials to assist the farmers.
- Monitored and conducted home visits with participants.
- Assisted in centralization and distribution of plants and harvest to other communities in need.

Education/ Training:

-Opando High School Hagardera Refugee Camp- Kenya 1990-1998- High School Diploma
 -Kenya Secondary School North East province Garrisa Kenya- 1999-2001 Completed the Kenya national exam and received Secondary School Certificate.

Organizational Leadership- Southern New Hampshire Services- 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 September 3rd 2012-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



EMMA G. TOBIN

International and Community Development Professional with in-depth project management and qualitative research experience. Areas of expertise include refugee services, programming for children and youth, organizational capacity building, and participatory methods in research and evaluation.

RELEVANT WORK EXPERIENCE

Project Management:

Organization for Refugee and Immigrant Success (ORIS), Manchester, New Hampshire
Associate Director, June 2013 - Present

- Providing leadership in the development and implementation of youth programs, community outreach and education, and case management services for refugee and immigrant clients
- Securing and allocating resources including federal, state and foundational grants
- Supervising program staff including caseworkers, youth program coordinators, and employment specialists
- Developing and managing internal and external communications

Maxwell Stamp, PLC, London, UK

Consultant – Gender and Education Specialist, November - December 2012

- Provided research on best practice in creating access to education for marginalized girls in Bangladesh
- Conducted a technical review of the final project proposal

Refugee Studies Centre, University of Oxford, Oxford, UK

Research Assistant, July 2011 - January 2012

- Evaluated the impact of a 5-year grant from the UK's Department for International Development (DfID) through focus groups, interviews, and desk-based research; Co-drafted a report for submission to DfID
- Edited an academic manuscript on gender representations of and by Sahrawi refugees
- Provided support for departmental workshops and meetings; coordinated internal communication

Field Postings and Project Implementation:

World Education, Inc. (International NGO), Mae Sot, Thailand

Community Development and Project Management Trainer, May 2012 – May 2013

- Facilitated a USAID-funded community development and project management training program for young adults displaced from Burma
- Oversaw the design, implementation, and monitoring of participatory development projects in migrant communities in partnership with community-based, national, and international organizations in Mae Sot

Where There Be Dragons (International Education Programs), India and Nepal

Himalayan Studies Instructor, India and Nepal, July 2009 - January 2010

- Designed and implemented a curriculum covering topics such as international development, human trafficking, gender disparity, and forced migration
- Developed and supervised student internships and community development projects
- Managed a multi-currency, \$30,000 operating budget

Emory University, Tibetan Studies Program, Dharamsala, India

Program Coordinator, January 2007 - June 2008

- Co-Designed and taught an Anthropology course on the contemporary Tibetan exile community

- Coordinated students' independent research projects, internships, and fieldwork in partnership with local organizations
- Managed a multi-currency, \$100,000 operating budget; coordinated residential life, events, and travel

Louisiana Himalaya Association, (Non-profit Organization), Dharamsala, India
English as a Foreign Language (EFL) Instructor, June 2006 - June 2007

- Taught English for the work-place to adolescent and adult refugees
- Provided employment and educational counseling to clients

Publishing and Communications

Oxford Monitor of Forced Migration (Journal), Oxford, UK

Field Editor, July 2011 - November 2012

- Solicited and edited field-reflections and policy-relevant articles from academics and practitioners
- Expanded the reach of the journal through online marketing and events

The Bundle Corporation - Personal Finance Website, New York, NY

Content Writer, January 2010 - June 2011

- Researched, wrote, and edited lifestyle and finance articles for online publication
- Managed crowd-sourced content
- Promoted the site at large via social media platforms such as Facebook and Twitter

EDUCATION

University of Oxford, UK, M.Sc. Refugee and Forced Migration Studies, July 2011

- Core courses: International Human Rights and Refugee Law; Asylum and the Modern State; Anthropology of Mobility; Gender, Generation and Forced Migration
- Dissertation: "Virtual Tibet in Exile: Diasporic Digital Networking and the Politics of Belonging"

Hampshire College, Amherst, MA, B.A. Social Anthropology and Gender Studies, May 2006

- Studied Social Anthropology with a focus in refugee and media studies
- Conducted one year of ethnographic fieldwork in north India, culminating in a thesis titled, "Citizens of Exile: Tibetans in India, Statelessness, and National Identity"

School for International Training: Tibetan Studies, India, Nepal, and Tibet, Autumn 2004

- Studied Tibetan language, history, and culture in a multidisciplinary semester program
- Conducted research on the impacts of Tibetan politics on primary school education in Sikkim, India

PUBLICATIONS

Forced Migration Review, Issue 38: "The Networking Tibetan Diaspora", October 2011

Nepal: Development and Social Change, World Learning: "Just Behind the Mountain: Refugee Children Imagine Tibet," January 2005

HONORS AND AWARDS

International Studies Association Annual Convention, Selected Panelist on the theme "Power, Principles, and Participation in the Global Information Age," San Diego, CA, April 2012

Mongolian & Tibetan Affairs Commission Conference, Invited Participant, Taipei, Taiwan, June 2006

Five College Anthropology Conference, Selected Panelist in 2005 and 2006, Amherst, Massachusetts

Global Migrations Grant, Funded Researcher, Dharamsala, India, 2005

REFERENCES AVAILABLE UPON REQUEST

Alexis Sebantu

Employment History

Outreach Coordinator and Employment Specialist

July 2014 – present, Organization for Refugee and Immigrant Success

Sales Associate

06/2013 - Current Wal-mart Concord, NH

Helping customer for check out and stocking merchandise.

Education and Training

Issuing Institution Qualification Course of Study

NHTI 1 Year of College or a Technical or Vocational School major study

Occupational Licenses & Certificates

Certification Title Issuing Organization Completion Date

Social service NHTI 05/2016

Honors, Activities, and Languages

I like to help my community by taking them to store and playing soccer with them. I speak English, Swahili, French, Kinyarwanda, Kirundi, Lingala, and Kinyamurenge.

Additional Information

I volunteer for Lutheran Social Services. I help refugees by taking them to the store, searching for jobs, providing transportation, and securing housing