



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

Nicholas A. Toumpas  
 Commissioner

Mary Ann Cooney  
 Associate Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857  
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September 26, 2013

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

MTT  
 58

100% Federal funds  
Retroactive

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a **retroactive** contract with International Institute of Boston, Inc., (VC# 177551, B001), Boston, MA 02109, in the amount not to exceed \$155,000 to provide direct services to New Hampshire refugees effective retroactive to October 1, 2013 through September 30, 2014. Funds as identified below are available in State Fiscal Year 2014 and State Fiscal Year 2015, with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

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

SFY	Appropriation	Class/Object	Class Title	Amount
2014	010-042-79220000	102-500731	Contracts for Program Services	\$116,250.00
2015	010-042-79220000	102-500731	Contracts for Program Services	<u>\$38,750.00</u>
Grand Total				\$155,000.00

**EXPLANATION**

This contract is retroactive because the Department of Health and Human Services did not receive documentation of the final grant award until August 27, 2013 for a grant period beginning October 1, 2013. Funds are derived from the annual refugee social services allocation to New Hampshire from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

The International Institute of Boston, Inc. continues to provide support to refugees in the Manchester area as part of their role in the community as a voluntary resettlement agency. The International Institute of Boston, Inc. understands that it currently is not under contract to provide these services and may not be compensated for work done if this contract is not approved. However, this could only continue on a temporary basis; if Governor and Executive Council should not approve the contract, the International

Institute of Boston, Inc. would need to discontinue services and as a result there would be no job placement, case management or English Language services. Without these support services, most refugees would be unable to achieve self-sufficiency within their allotted eight months of federally funded Refugee Cash Assistance.

Under this contract, the International Institute of Boston, Inc. agrees to provide English for Speakers of Other Languages instruction, employment services and cultural adjustment services. Services will be provided to refugees currently residing, and those to be resettled in Manchester. It is estimated that 175 individuals will be served during the contract period. The project will emphasize those activities leading directly to self-sufficiency. In addition, the Department of Health and Human Services will contract separately with Lutheran Community Services, the Bhutanese Community of New Hampshire and the Organization for Refugees and Immigrants for similar services. In total these contracts will ensure statewide services.

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

The Request for Proposals was advertised in the New Hampshire Union Leader for three days, August 5, 6, and 7, 2013 and was disseminated widely through relevant contact lists, including the New Hampshire Refugee Advisory Council and the New Hampshire Health and Equity Partnership, which represent a broad array of stakeholders. The Office of Minority Health and Refugee Affairs received five proposals and made four awards. Southern New Hampshire Services was not selected to provide English for Speakers of Other Languages due to the increased need for case management and employment services. A selection team composed of two Office of Minority Health and Refugee Affairs staff and one Concord City Planning Services staff were selected to evaluate each proposal based upon their knowledge about the Refugee Program and refugee concerns throughout the state. Each member of the selection team ranked the bidders numerically based upon the criteria as outlined in the Request For Proposal. A Bidders Summary including the list of bidders and the Review Criteria matrix with final scores is attached. International Institute of Boston, Inc. was selected because their proposal successfully addressed goals outlined in the Request for Proposals.

Performance measures for this contract include:

- Demonstrate sustained employment for 75-125 refugees
- Demonstrate advancement of one English level for 60-80 refugees
- Demonstrate increased skills and knowledge resulting in increased community integration for all new arrivals

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

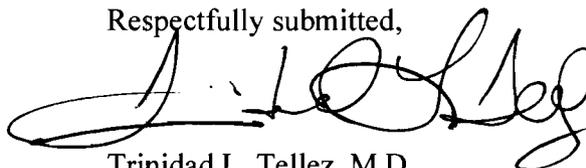
Area served: Manchester

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
September 26, 2013  
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Source of Funds: One hundred percent Federal Funds from the federal Office of Refugee Resettlement.

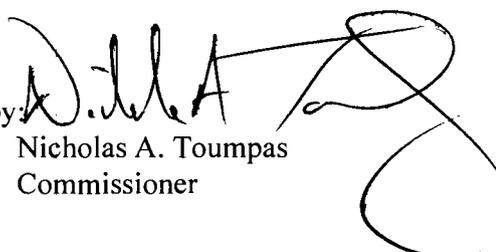
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**Program Name**  
**Contract Purpose**  
**RFP Score Summary**

Refugee Social Services

0

RFA/RFP CRITERIA	Max Pts	LCS	IIB	SNHS	BCNH	ORIS	Bidder Name, Town, St	Bidder Name, Town, St	Bidder Name, Town, St
Experience and Capacity	20	18.67	18.67	15.33	16.67	16.83	0.00	0.00	0.00
Need & Target Population	15	15.00	13.67	12.00	11.33	9.33	0.00	0.00	0.00
Approach	30	27.67	27.67	25.33	24.67	22.33	0.00	0.00	0.00
Collaboration/Partnerships	5	4.00	3.83	3.33	3.00	2.67	0.00	0.00	0.00
Outcomes	20	19.00	16.67	13.33	16.00	14.33	0.00	0.00	0.00
Budget	10	9.33	6.67	8.67	9.33	8.83	0.00	0.00	0.00
<b>TOTAL POINTS</b>	<b>100</b>	<b>93.67</b>	<b>87.17</b>	<b>78.00</b>	<b>81.00</b>	<b>74.33</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>BUDGET REQUEST</b>									
Year 01									
Year 02									
Year 03									
Year 04									
<b>TOTAL BUDGET REQUEST</b>									
<b>BUDGET AWARDED</b>									
Year 01									
Year 02									
Year 03									
Year 04									
<b>TOTAL BUDGET AWARDED</b>									

<b>RFP Reviewers</b>		<b>Name</b>	<b>Job Title</b>	<b>Dept/Agency</b>	<b>Qualifications</b>
1		Brandon Anderson	Refugee Program Specialist	OMHRA	
2		Trinidad Tellez	Director	OMHRA	
3		Gloria McPherson	City Planner	City of Concord	
4					
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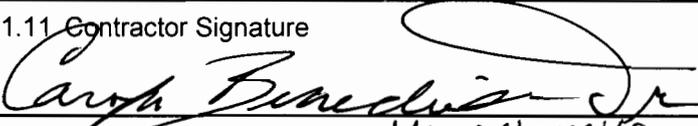
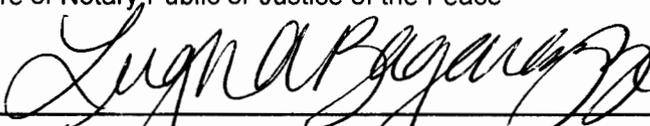
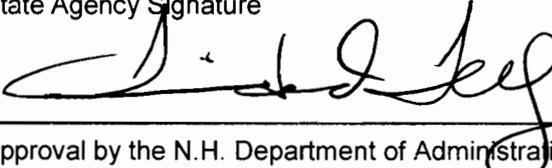
Subject: International Institute of Boston, Inc.—Refugee Social Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Office of Minority Health and Refugee Affairs		1.2 State Agency Address 97 Pleasant Street, Thayer Building Concord, NH 03301	
1.3 Contractor Name International Institute of Boston, Inc.		1.4 Contractor Address One Milk Street, Boston, MA 02109	
1.5 Contractor Phone No. (617) 695-9990	1.6 Account Number 010-042-79220000-102	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$155,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number (603) 271-8557	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carolyn Benedict-Drew, President	
1.13 Acknowledgment: State of <u>MASSACHUSETTS</u> County of <u>SUFFOLK</u> On <u>9/11/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary, Public or Justice of the Peace [SEAL] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Leigha Bagarazzi, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Herrick</u> <u>Jeanne P. Herrick, Attorney</u> On: <u>20 Sept. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but

not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

## 10. TERMINATION.

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

## 11. CONTRACTOR'S RELATION TO THE STATE.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

## 13. INDEMNIFICATION.

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

## 14. INSURANCE.

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

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

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

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

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

## 15. WORKERS' COMPENSATION.

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

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

## 16. WAIVER OF BREACH.

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

## 17. NOTICE.

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

**18. AMENDMENT.**

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

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

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

**20. THIRD PARTIES.**

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

**21. HEADINGS.**

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

**22. SPECIAL PROVISIONS.**

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

**23. SEVERABILITY.**

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

**24. ENTIRE AGREEMENT.**

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

## EXHIBIT A

### SCOPE OF SERVICES

Under this contract, the Contractor will provide refugees in the Manchester area with the services and information they need to become economically and socially self-sufficient as soon after arrival to the United States as possible. Goals and objectives will focus on removing barriers to employment such as job development and placement, English as a Second Language, transportation and case management. Services will be provided in a linguistically and culturally sensitive manner and will address the needs of the family unit as a whole. This agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F, G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

The following activities will be provided through this contract:

1. Employment services, including but not limited to the following: employer recruitment and job development, intake and assessment, job referral, placement and post-employment support services. The contractor will place 75-125 refugees in initial or second jobs.
2. English for Speakers of Other Languages: 12 hours of ESOL for all new arrivals until they become employed. Curriculum will include topics relative to employment and acculturation. The contractor will provide ESOL to 175 students.
3. Cultural adjustment services, including community orientation on a wide array of topics including, preventive health, American health systems, schools, rights and responsibilities and home safety (all new arrivals).
4. Information and referral services will include dissemination of information about local resources, bilingual support and provision of workshops and skill-building sessions to help refugees address their own needs (all new arrivals).
5. The contractor will submit Trimester Reports, as prescribed by the grantor, the federal Office of Refugee Resettlement to the NH Office of Minority Health and Refugee Affairs.
6. The NH Office of Minority Health and Refugee Affairs will monitor the contract.

#### **Fiscal Standards**

Funds awarded shall be used solely to support the service described herein. The funded contractor will be expected to keep records of activities related to OMHRA funded programs and services. Payment for contracted services will be made upon compliance with reporting requirements. Funded contractors will be accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. During the contract period OMHRA may adjust contract amounts based upon utilization, fiscal expenditure and other contract requirements. Any reallocations will be carried out through the contract amendment process.

Contractor Initials CBD

Date 9/11/2013

## **EXHIBIT B**

### **CONTRACT PRICE**

In consideration of the satisfactory performance of the Services as determined by the State, the State agrees to pay over to the Contractor, funds not to exceed \$155,000.00.

1. Payments under this contract are not to exceed \$155,000.00 for the budget period October 1, 2013 – September 30, 2014.
2. Funding of this contract is contingent upon the continued sufficient funding of the Refugee Social Services Grant as awarded by the Administration for Children and Families Office of Refugee Resettlement for the Budget Period October 1, 2013 – September 30, 2014.
3. Reimbursement 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, Exhibit B-1, shall be in a form satisfactory to the State and shall include at a minimum the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
4. The Contractor and/or the State may change the approved budget, Exhibit B-1, through line item increases, decreases or the creation of new line items, and adjusting amounts between Fiscal Years provided these amendments do not exceed the Contract price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
5. Notwithstanding paragraph 18 of the P-37, an amendment to the terms of Paragraph #4 of Exhibit B, to adjust amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.
6. Payments will be made by DHHS within 60 days for receipt of conforming invoice. Final invoices must be submitted by October 31, 2014.

CDFA Title: Refugee and Entrant Assistance State Administered Programs – Social Services Grant

CDFA No: 93.566

Award Name: Refugee Social Services

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

Contractor Initials CBD  
Date 9/11/2013

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

**Bidder/Program Name: International Institute of New England**

**Budget Request for: Refugee Social Services Program**

**Budget Period: Oct. 1, 2013 - Sept. 30, 2014**

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 85,579.80	\$ -	\$ 85,579.80	
2. Employee Benefits	\$ 19,683.35	\$ -	\$ 19,683.35	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment	\$ 3,825.00	\$ -	\$ 3,825.00	
Rental	\$ 3,825.00	\$ -	\$ 3,825.00	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 2,500.00	\$ -	\$ 2,500.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,500.00	\$ -	\$ 2,500.00	
6. Travel	\$ 681.00	\$ -	\$ 681.00	
7. Occupancy	\$ 15,000.00	\$ -	\$ 15,000.00	
8. Current Expenses	\$ 3,600.00	\$ -	\$ 3,600.00	
Telephone	\$ 3,600.00	\$ -	\$ 3,600.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Vehicle Expense (incl ins)	\$ 1,392.00	\$ -	\$ 1,392.00	
13. Subcontracts/Agreements				
14. Other (specific details mandatory): Office cleaning	\$ 2,400.00	\$ -	\$ 2,400.00	
15. Interpreters/Professionals	\$ 500.00	\$ -	\$ 500.00	
16. Assistance to clients	\$ -	\$ -	\$ -	
17. Printing	\$ -	\$ -	\$ -	
18. Indirect Charges	\$ -	\$ 19,838.85	\$ 19,838.85	
<b>TOTAL</b>	<b>\$ 135,161.15</b>	<b>\$ 19,838.85</b>	<b>\$ 155,000.00</b>	

*CAR  
6/27/13*

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

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

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL PROVISIONS**

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

Contractor Initials CB

Date 9/11/2013

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

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

Contractor Initials CBD

Date 9/11/2013

# Appendix B

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## NH Department of Health and Human Services

### STANDARD EXHIBIT D

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

# Appendix B

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

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

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

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

International Institute of Boston From: Oct 1, 2013 To: Sept 30, 2014  
(Contractor Name) (Period Covered by this Certification)

CAROLYN BENEDICT-DREW, PRESIDENT & CEO  
(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature) 9/11/2013  
(Date)

## NH Department of Health and Human Services

## STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 10/1/13 through 8/31/14

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 Representative Signature)

CAROLYN BENEDICT-DREW, PRESIDENT & CEO  
 (Authorized Contractor Representative Name & Title)

International Institute of Boston, INC  
 (Contractor Name)

9/11/2013  
 (Date)

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## NH Department of Health and Human Services

### STANDARD EXHIBIT F

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

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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

### PRIMARY COVERED TRANSACTIONS

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

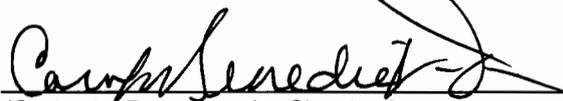
# Appendix B

## LOWER TIER COVERED TRANSACTIONS

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

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

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

  
(Contractor Representative Signature)

CAROLYN BENEDICT-DAEW, PRESIDENT & CEO  
(Authorized Contractor Representative Name & Title)

International Institute of Boston, INC  
(Contractor Name)

9/11/2013  
(Date)

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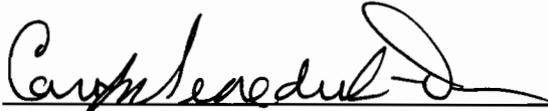
## NH Department of Health and Human Services

### STANDARD EXHIBIT G

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

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

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

  
(Contractor Representative Signature)

CAROLYN BENEDICT-DREW, PRESIDENT : CEO  
(Authorized Contractor Representative Name & Title)

International Institute of Boston, INC  
(Contractor Name)

9/11/2013  
(Date)

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## NH Department of Health and Human Services

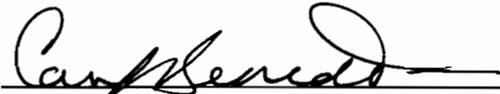
### STANDARD EXHIBIT H

#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

CAROLYN BENEDICT-DREW, PRESIDENT & CEO  
(Authorized Contractor Representative Name & Title)

International Institute of Boston, INC  
(Contractor Name)

9/11/2013  
(Date)

# Appendix B

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NH Department of Health and Human Services

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

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

### BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

## Appendix B

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

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

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

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

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

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

## Appendix B

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

#### **(4) Obligations of Covered Entity**

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

## Appendix B

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(5) **Termination for Cause**

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

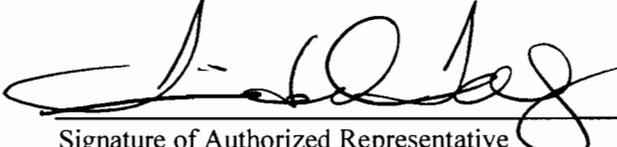
(6) **Miscellaneous**

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

Appendix B

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

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

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Trinidad Tellez  
Name of Authorized Representative

CAROLYN BENEDICT-DREW  
Name of Authorized Representative

Director  
Title of Authorized Representative

PRESIDENT & CEO  
Title of Authorized Representative

9/19/13  
Date

9/11/2013  
Date

# Appendix B

## NH Department of Health and Human Services

### STANDARD EXHIBIT J

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

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

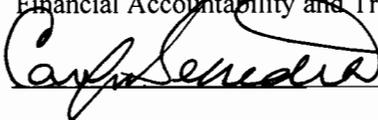
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



CAROLYN BENEDICT-DREW, PRESIDENT & CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

International Institute of Boston, INC

9/11/2013

(Contractor Name)

(Date)

Contractor initials: CBP

Date: 9/11/2013

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**Appendix B**  
NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 094845997

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

NO  YES

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

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

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

NO  YES

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

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

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

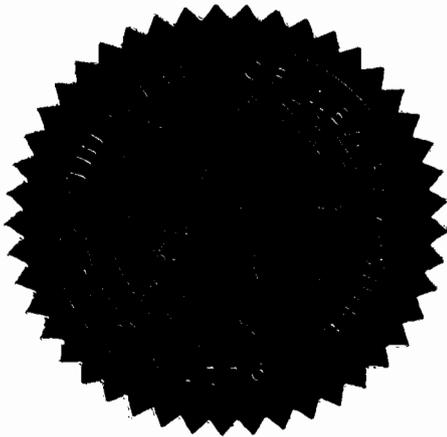
Name: _____	Amount: _____

Contractor initials: CBD  
Date: 9/11/2013  
Page # 2 of Page # 2

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that International Institute of New Hampshire is a New Hampshire trade name registered on August 3, 2006 and that INTERNATIONAL INSTITUTE OF BOSTON, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of May, A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, TEA PSORN, Clerk of the  
(Corporation Representative Name) (Corporation Representative Title)

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

(1) I am the duly elected and acting Clerk of the  
(Corporation Representative Title)

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

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

(3) I am duly authorized to issue certificates;

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

11 day of September, 2013, which meeting was duly held in accordance with

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

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

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

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

CAROLYN BENEDICT - DREW President Name

\_\_\_\_\_  
Vice President Name

RITA McDONOUGH Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk  
(Title)

of the Corporation and have affixed its corporate seal this 11 day of September, 2013.

Tea Pcorn  
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Suffolk

On this the 11 day of 9, 2013, before me, Leigh A. Bagarazzi, the undersigned officer,  
personally appeared Tea Pcorn, who acknowledge her/himself to be the

Clerk, of International Institute Boston, Inc., a corporation, and that she/he,  
as  
(Title) (Name of Corporation)

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

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

Clerk

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

Leigh A. Bagarazzi  
Notary Public/Justice of the Peace

My Commission expires: May 9, 2019



Client#: 138048

INTINSTITU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2013

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

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

PRODUCER: HUB International New England, 600 Longwater Drive, Norwell, MA 02061, 781 792-3200. CONTACT NAME: Patricia M. Condon, PHONE: 781-792-3243, FAX: (A/C, No):, E-MAIL ADDRESS: patriciaa.condon@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Co of Ameri, INSURER B:, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER: State of New Hampshire DHHS, Office of Minority Health and Refugee Affairs 97 Pleasant St., Concord, NH 03301-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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

**COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011  
TOGETHER WITH  
INDEPENDENT AUDITOR'S REPORT**

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

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SEPTEMBER 30, 2012 AND 2011**

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## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying combined statements of financial position of International Institute of Boston, Inc. d/b/a International Institute of New England (a Massachusetts corporation, not for profit) and Affiliates (collectively, the Organization) as of September 30, 2012 and 2011, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended. These combined financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

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

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of Boston, Inc. d/b/a International Institute of New England and Affiliates as of September 30, 2012 and 2011, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

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

Boston, Massachusetts  
February 15, 2013

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

**COMBINED STATEMENTS OF FINANCIAL POSITION  
SEPTEMBER 30, 2012 AND 2011**

<u>ASSETS</u>	<u>2012</u>	<u>2011</u> (Revised)
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 476,045	\$ 819,860
Grants, contracts and other receivables	722,768	727,591
Prepaid expenses and other	107,184	73,290
Total current assets	1,305,997	1,620,741
<b>FIXED ASSETS, net</b>	6,268,852	6,390,947
<b>FINANCING COSTS, net</b>	202,458	18,039
Total assets	\$ 7,777,307	\$ 8,029,727
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES:</b>		
Current portion of long-term debt	\$ 115,624	\$ 6,500,000
Accounts payable	137,508	98,959
Accrued expenses	157,772	157,949
Deferred revenue	133,809	470,467
Total current liabilities	544,713	7,227,375
<b>LONG-TERM DEBT, net of current portion</b>	6,652,634	-
Total liabilities	7,197,347	7,227,375
<b>NET ASSETS:</b>		
Unrestricted:		
Operating	617,675	562,020
Fixed assets	(296,948)	(93,014)
Total unrestricted	320,727	469,006
Temporarily restricted	259,233	333,346
Total net assets	579,960	802,352
Total liabilities and net assets	\$ 7,777,307	\$ 8,029,727

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

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

**COMBINED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011**

	2012			2011 (Revised)		
	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL	UNRESTRICTED	TEMPORARILY RESTRICTED	TOTAL
<b>REVENUES:</b>						
Contract service revenue	\$ 3,941,917	\$ -	\$ 3,941,917	\$ 3,676,169	\$ -	\$ 3,676,169
Donated goods and services	710,032	-	710,032	787,268	-	787,268
Rental income	642,868	-	642,868	662,802	-	662,802
Grants and contributions	71,600	316,466	388,066	101,711	197,602	299,313
Special events	318,207	-	318,207	-	100,000	100,000
United Way allocation	105,735	-	105,735	110,600	-	110,600
Interest and other	42,758	-	42,758	11,226	-	11,226
Net assets released from restrictions:						
Program	290,579	(290,579)	-	220,048	(220,048)	-
Special events	100,000	(100,000)	-	-	-	-
<b>Total revenues</b>	<b>6,223,696</b>	<b>(74,113)</b>	<b>6,149,583</b>	<b>5,569,824</b>	<b>77,554</b>	<b>5,647,378</b>
<b>EXPENSES:</b>						
Program services	4,316,861	-	4,316,861	3,876,424	-	3,876,424
General and administrative	534,337	-	534,337	475,659	-	475,659
Fundraising	289,960	-	289,960	158,542	-	158,542
Facilities	1,230,817	-	1,230,817	1,196,841	-	1,196,841
<b>Total expenses</b>	<b>6,371,975</b>	<b>-</b>	<b>6,371,975</b>	<b>5,707,466</b>	<b>-</b>	<b>5,707,466</b>
Changes in net assets	(148,279)	(74,113)	(222,392)	(137,642)	77,554	(60,088)
<b>NET ASSETS, beginning of year, as revised</b>	<b>469,006</b>	<b>333,346</b>	<b>802,352</b>	<b>606,648</b>	<b>255,792</b>	<b>862,440</b>
<b>NET ASSETS, end of year</b>	<b>\$ 320,727</b>	<b>\$ 259,233</b>	<b>\$ 579,960</b>	<b>\$ 469,006</b>	<b>\$ 333,346</b>	<b>\$ 802,352</b>

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

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

**COMBINED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED SEPTEMBER 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u> (Revised)
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Changes in net assets	\$ (222,392)	\$ (60,088)
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	210,216	216,878
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	4,823	(209,919)
Prepaid expenses and other	(33,894)	(40,790)
Accounts payable	38,549	(40,666)
Accrued expenses	(177)	(54,887)
Deferred revenue	<u>(336,658)</u>	<u>407,377</u>
Net cash provided by (used in) operating activities	<u>(339,533)</u>	<u>217,905</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Increase in financing costs	(203,589)	-
Acquisition of fixed assets	(68,951)	-
Proceeds from short-term investments, net	<u>-</u>	<u>286,182</u>
Net cash provided by (used in) investing activities	<u>(272,540)</u>	<u>286,182</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from long-term debt	6,787,000	-
Principal payments on long-term debt	<u>(6,518,742)</u>	<u>-</u>
Net cash provided by financing activities	<u>268,258</u>	<u>-</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(343,815)	504,087
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	<u>819,860</u>	<u>315,773</u>
<b>CASH AND CASH EQUIVALENTS, end of year</b>	<u>\$ 476,045</u>	<u>\$ 819,860</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	<u>\$ 391,351</u>	<u>\$ 410,649</u>

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

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

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2012**

(With Summarized Comparative Totals for the Ended September 30, 2011)

	<b>2012</b>					<b>2011</b>
	<b>PROGRAM SERVICES</b>	<b>GENERAL AND ADMINIS- TRATIVE</b>	<b>FUNDRAISING</b>	<b>FACILITIES</b>	<b>TOTAL</b>	<b>TOTAL</b>
<b>PERSONNEL AND RELATED:</b>						
Salaries	\$ 1,772,288	\$ 373,121	\$ 86,346	\$ 142,417	\$ 2,374,172	\$ 2,033,113
Donated services	660,482	1,600	46,943	-	709,025	745,451
Payroll taxes and fringe benefits	322,455	20,649	16,235	26,059	385,398	348,132
Purchased and contracted services	138,372	4,733	4,416	5,050	152,571	136,444
Total personnel and related	<u>2,893,597</u>	<u>400,103</u>	<u>153,940</u>	<u>173,526</u>	<u>3,621,166</u>	<u>3,263,140</u>
<b>OCCUPANCY:</b>						
Mortgage interest	-	-	-	391,351	391,351	410,649
Rent and utilities	91,459	-	-	103,590	195,049	196,128
Real estate taxes	-	-	-	186,322	186,322	178,544
Depreciation	-	-	-	181,971	181,971	179,128
Repairs and maintenance	2,306	-	-	88,946	91,252	73,441
Equipment rental	63	390	-	1,147	1,600	1,765
Total occupancy	<u>93,828</u>	<u>390</u>	<u>-</u>	<u>953,327</u>	<u>1,047,545</u>	<u>1,039,655</u>
<b>OTHER:</b>						
Client assistance	1,175,254	-	-	-	1,175,254	1,006,930
Special events	-	-	124,255	-	124,255	-
Professional fees	2,783	54,761	188	34,750	92,482	54,507
Supplies and materials	64,438	10,205	2,356	168	77,167	69,580
Insurance	2,358	31,631	-	31,379	65,368	62,549
Travel, meetings and conferences	34,788	8,412	3,692	-	46,892	33,469
Telephone	24,812	6,244	-	-	31,056	23,644
Depreciation and amortization	-	9,075	-	19,170	28,245	37,750
Miscellaneous	2,880	1,272	175	18,427	22,754	31,101
Printing	12,046	973	-	-	13,019	26,185
Recruitment	1,431	8,835	585	70	10,921	1,649
Dues and subscriptions	5,744	639	2,750	-	9,133	7,816
Postage	1,895	1,797	2,019	-	5,711	7,674
Donated goods	1,007	-	-	-	1,007	41,817
Total other	<u>1,329,436</u>	<u>133,844</u>	<u>136,020</u>	<u>103,964</u>	<u>1,703,264</u>	<u>1,404,671</u>
Total expenses	<u>\$ 4,316,861</u>	<u>\$ 534,337</u>	<u>\$ 289,960</u>	<u>\$ 1,230,817</u>	<u>\$ 6,371,975</u>	<u>\$ 5,707,466</u>

*The accompanying notes are an integral part of these combined financial statements*

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

**COMBINED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2011**

	<u>PROGRAM SERVICES</u>	<u>GENERAL AND ADMINIS- TRATIVE</u>	<u>FUNDRAISING</u>	<u>FACILITIES</u>	<u>TOTAL</u>
<b>PERSONNEL AND RELATED:</b>					
Salaries	\$ 1,484,197	\$ 328,359	\$ 79,724	\$ 140,833	\$ 2,033,113
Donated services	709,472	-	35,979	-	745,451
Payroll taxes and fringe benefits	265,128	43,496	14,398	25,110	348,132
Purchased and contracted services	132,249	4,195	-	-	136,444
	<u>2,591,046</u>	<u>376,050</u>	<u>130,101</u>	<u>165,943</u>	<u>3,263,140</u>
<b>OCCUPANCY:</b>					
Mortgage interest	-	-	-	410,649	410,649
Rent and utilities	87,928	-	-	108,200	196,128
Real estate taxes	-	-	-	178,544	178,544
Depreciation	-	-	-	179,128	179,128
Repairs and maintenance	2,031	-	-	71,410	73,441
Equipment rental	470	-	-	1,295	1,765
	<u>90,429</u>	<u>-</u>	<u>-</u>	<u>949,226</u>	<u>1,039,655</u>
<b>OTHER:</b>					
Client assistance	1,006,930	-	-	-	1,006,930
Professional fees	2,361	51,276	205	665	54,507
Supplies and materials	60,556	6,328	2,622	74	69,580
Insurance	974	20,625	-	40,950	62,549
Travel, meetings and conferences	28,088	1,764	3,617	-	33,469
Telephone	22,283	1,298	63	-	23,644
Depreciation and amortization	-	13,232	-	24,518	37,750
Miscellaneous	9,214	993	5,574	15,320	31,101
Printing	13,547	1,416	11,205	17	26,185
Recruitment	1,589	60	-	-	1,649
Dues and subscriptions	4,330	593	2,765	128	7,816
Postage	3,285	2,024	2,365	-	7,674
Donated goods	41,792	-	25	-	41,817
	<u>1,194,949</u>	<u>99,609</u>	<u>28,441</u>	<u>81,672</u>	<u>1,404,671</u>
Total other	<u>1,194,949</u>	<u>99,609</u>	<u>28,441</u>	<u>81,672</u>	<u>1,404,671</u>
Total expenses	<u>\$ 3,876,424</u>	<u>\$ 475,659</u>	<u>\$ 158,542</u>	<u>\$ 1,196,841</u>	<u>\$ 5,707,466</u>

*The accompanying notes are an integral part of these combined financial statements*

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011**

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

**OPERATIONS AND NONPROFIT STATUS**

International Institute of Boston, Inc. d/b/a International Institute of New England (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2012 and 2011, there were approximately 1,750 and 3,300 unduplicated people from 91 and 129 countries, respectively, which benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

International Institute of Boston Real Property, LLC (the Company) is a Massachusetts limited liability company that was formed in May, 2007. The Company owned and operated the Institute's building through July, 2012, at which point the Company refinanced its debt and transferred all assets, liabilities and equity to the Institute in accordance with the refinancing arrangement (see Note 2). The Institute was the sole member of the Company and held a 100% interest in the capital, income, losses, and cash flow of the Company.

In May, 2009, the Institute formed Community Lending Corporation (CLC). CLC is a community-based not-for-profit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute is the sole member of CLC. The Institute and CLC share three common Board members and their President. CLC had limited activity for the years ended September 30, 2012 and 2011.

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

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

**SIGNIFICANT ACCOUNTING POLICIES**

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

**Principles of Combination**

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

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011  
(Continued)**

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

**SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Funding

A significant portion of the Institute's programs are carried out under contracts with government agencies. These contracts are subject to audit by the appropriate government agencies. Any disallowed expenditures resulting from such audits become a liability of the Institute. In the opinion of management, such adjustments, if any, are not expected to materially affect the combined financial statements of the Institute.

Fixed Assets and Depreciation

Fixed assets are recorded at cost when purchased or at their fair market value at the date of donation. Fixed assets are depreciated using the straight-line method over the following estimated useful lives:

	<u>Estimated Useful Life</u>	<u>2012</u>	<u>2011</u>
Land	N/A	\$2,551,000	\$2,551,000
Building and improvements	20 and 40 years	6,006,202	5,937,251
Furniture and equipment	3 - 10 years	359,470	359,470
Vehicle	5 years	<u>12,000</u>	<u>12,000</u>
		8,928,672	8,859,721
Less - accumulated depreciation		<u>2,659,820</u>	<u>2,468,774</u>
Net fixed assets		<u>\$6,268,852</u>	<u>\$6,390,947</u>

Depreciation expense was \$191,046 and \$192,360 for the years ended September 30, 2012 and 2011, respectively.

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

Financing Costs

During fiscal year 2012, the Institute capitalized \$203,589 of costs associated with obtaining certain long-term debt (see Note 2). These costs are being amortized using the straight-line method over the term of the related debt. The Company was also amortizing costs associated with its previous long-term debt which was paid off during fiscal year 2012 (see Note 2). Amortization expense was \$19,170 and \$24,518 for the years ended September 30, 2012 and 2011, respectively.

Cash and Cash Equivalents

Cash and cash equivalents include checking and money market accounts. For financial statement purposes, management considers all highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011  
(Continued)**

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

**SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Funds Held for Others

During fiscal year 2011, the Institute became the fiscal agent for a non-profit organization. The Institute receives and disburses funds on behalf of this organization. The Institute held \$8,465 and \$10,998 as a fiscal agent at September 30, 2012 and 2011, respectively. This amount is included in cash and cash equivalents and accounts payable on the accompanying combined statements of financial position.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2012 and 2011.

Fair Value Measurement

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

Revenue Recognition

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

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

Special event revenue is recorded at the time of the event. All other income is recorded as earned.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011**

(Continued)

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

**SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Expense Allocations

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

Donated Goods and Services

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

	<u>2012</u>	<u>2011</u>
Donated services	\$709,025	\$745,451
Donated goods	<u>1,007</u>	<u>41,817</u>
	<u>\$710,032</u>	<u>\$787,268</u>

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

Estimates

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

Subsequent Events

Subsequent events have been evaluated through February 15, 2013, which is the date the combined financial statements were available to be issued. There were no events that met the criteria recognition or disclosure in the combined financial statements.

Deferred Revenue

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

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011**

(Continued)

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

**SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Uncertainty in Income Taxes

The Organization follows the *Accounting for Uncertainty in Income Taxes* standard, which requires the Organization to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities related to unrecognized tax benefits and accrued interest and penalties accordingly. The Organization files Federal and Massachusetts tax returns. These returns are generally subject to examination by tax authorities for three years after the filing date. As of September 30, 2012, the Organization determined that there are no material unrecognized tax benefits to report. The Organization does not expect that the amounts of unrecognized tax benefits will change significantly within the next twelve months.

Net Assets

**Unrestricted Net Assets:**

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

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

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

**Temporarily Restricted Net Assets:**

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

Temporarily restricted net assets consist of the following at September 30:

	<u>2012</u>	<u>2011</u>
Purpose restricted	\$259,233	\$233,346
Time restricted (related to special events)	<u>-</u>	<u>100,000</u>
	<u>\$259,233</u>	<u>\$333,346</u>

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011  
(Continued)**

**(2) LONG-TERM DEBT**

Long-term debt consists of the following:

	<u>2012</u>	<u>2011</u>
4.75% note payable to a bank, due in monthly principal and interest installments of \$23,641, through August 1, 2042. Beginning August 1, 2017, and on that day every five years through maturity, the interest rate shall adjust to the <i>Federal Home Loan Bank Amortization Advance Rate</i> , plus 3.25%. The note is secured by substantially all assets of the Institute and an assignment of leases and rents.	\$4,484,884	\$ -
3.12% bond payable to Massachusetts Development Finance Agency (MDFA). Under this agreement, the Institute pays monthly installments of \$9,864 through August 1, 2042, to a bank which was appointed as trustee by MDFA. The bond is secured by substantially all assets of the Institute.	2,283,374	-
6.23% note payable to a financing institution. Monthly payments of interest only were payable through July, 2012, at which time the entire outstanding principal balance was repaid with proceeds from the bond and note payable above. This note was secured by all assets of the Company and an assignment of leases and rents.	-	6,500,000
Less - current portion	6,768,258 <u>115,624</u>	<u>6,500,000</u> <u>6,500,000</u>
	<u>\$6,652,634</u>	<u>\$ -</u>

The long-term debt agreements above contain various covenants with which the Institute must comply. The Institute obtained a waiver for one of its financial covenants as of September 30, 2012.

Future minimum principal payments under these agreements for the next five fiscal years are as follows:

2013	\$115,624
2014	\$120,515
2015	\$125,626
2016	\$130,120
2017	\$136,494

**(3) RETIREMENT PLAN**

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are funded immediately and vest 100% upon eligibility. There were no contributions for the years ended September 30, 2012 and 2011.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011**

(Continued)

**(4) TENANT LEASES**

The Institute leases its facility to various nonprofit and commercial tenants. The lease terms are from one to five years and provide for periodic escalation charges and contingent rent based on percentage of excess gross revenues (as defined in respective agreements). The Institute did not receive contingent rent for the years ended September 30, 2012 and 2011.

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

2013	\$510,193
2014	\$487,504
2015	\$337,949
2016	\$103,024
2017	\$107,637

**(5) CONCENTRATIONS**

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

For fiscal years 2012 and 2011, one agency related to the Federal government represented approximately 31% and 32%, respectively, of total revenue. This same agency also represented approximately 18% and 46% of total grants, contracts and other receivables as of September 30, 2012 and 2011, respectively. Another funder represented approximately 13% of grants, contracts and other receivables as of September 30, 2011.

**(6) LEASE AGREEMENTS**

The Institute leased its main office space under an operating lease agreement with the Company, which was terminated effective August 1, 2012 (see Note 1). Monthly base rent under this agreement was \$46,974. Rent expense under this agreement was \$469,740 and \$563,688 for the years ended September 30, 2012 and 2011, respectively. This amount has been eliminated on the accompanying combined statements of activities and changes in net assets.

The Institute leases program space under various operating leases as a tenant-at-will. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses. Rent expense under these leases was approximately \$82,800 and \$77,300 for the years ended September 30, 2012 and 2011, respectively.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2012 AND 2011**

(Continued)

**(7) RELATED PARTY TRANSACTIONS**

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

A Board member sold a van to the Institute at fair market value, for \$12,000. As of September 30, 2012, the Institute has fully repaid the Board member for the value of the van. At September 30, 2011, the Institute owed the Board member \$2,000, which is included in accounts payable on the accompanying combined statement of financial position.

**(8) PRIOR PERIOD ADJUSTMENT**

During fiscal year 2012, the Company realized it had been one month behind on the recognition of interest expense on its mortgage. Accordingly, a prior period adjustment has been reflected to revise beginning net assets for fiscal year 2011 as follows:

Net assets, September 30, 2010, as previously stated	\$894,962
To record accrued interest as of September 30, 2010	<u>(32,522)</u>
Net assets, September 30, 2010, as revised	<u>\$862,440</u>



INTERNATIONAL INSTITUTE  
OF NEW ENGLAND  
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978 459 9031

NEW HAMPSHIRE  
1850 Elm Street  
Manchester, NH 03103  
603 647 1170

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INTERNATIONAL INSTITUTE OF NEW ENGLAND  
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INTERNATIONAL INSTITUTE  
OF NEW ENGLAND  
*BOSTON LOWELL NEW HAMPSHIRE*

BOSTON  
One Milk Street  
Boston, MA 02109  
617 695 9990

LOWELL  
155 Merrimack Street  
Lowell, MA 01852  
978 459 9031

NEW HAMPSHIRE  
1850 Elm Street  
Manchester, NH 03101  
603 647 1500

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INTERNATIONAL INSTITUTE OF NEW ENGLAND  
MISSION STATEMENT

The Institute's mission is to help refugees and immigrants become active participants in the social, political, and economic richness of American life.

## Appendix C

## Budget Form

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

**Bidder/Program Name:** International Institute of New England

**Budget Request for:** Refugee Social Services Program

**Budget Period:** Oct. 1, 2013 - Jun. 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 64,185.00	\$ -	\$ 64,185.00	
2. Employee Benefits	\$ 14,762.51	\$ -	\$ 14,762.51	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment	\$ 2,868.75	\$ -	\$ 2,868.75	
Rental	\$ 2,868.75	\$ -	\$ 2,868.75	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 1,875.00	\$ -	\$ 1,875.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 1,875.00	\$ -	\$ 1,875.00	
6. Travel	\$ 510.69	\$ -	\$ 510.69	
7. Occupancy	\$ 11,250.00	\$ -	\$ 11,250.00	
8. Current Expenses	\$ 2,700.00	\$ -	\$ 2,700.00	
Telephone	\$ 2,700.00	\$ -	\$ 2,700.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Vehicle Expense (incl ins)	\$ 1,044.00		\$ 1,044.00	
13. Subcontracts/Agreements				
14. Other (specific details mandatory): Office cleaning	\$ 1,800.00	\$ -	\$ 1,800.00	
15. Interpreters/Professionals	\$ 375.00	\$ -	\$ 375.00	
16. Assistance to clients	\$ -	\$ -	\$ -	
17. Printing	\$ -	\$ -	\$ -	
18. Indirect Charges	\$ -	\$ 14,879.41	\$ 14,879.41	
<b>TOTAL</b>	<b>\$ 101,370.95</b>	<b>\$ 14,879.41</b>	<b>\$ 116,250.36</b>	

Bidder/Program Name: International Institute of New England

Budget Request for: Refugee Social Services Program

Budget Period: Jul. 1, 2014 - Sept. 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 21,394.80	\$ -	\$ 21,394.80	
2. Employee Benefits	\$ 4,920.84	\$ -	\$ 4,920.84	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment	\$ 956.25	\$ -	\$ 956.25	
Rental	\$ 956.25	\$ -	\$ 956.25	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ 625.00	\$ -	\$ 625.00	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 625.00	\$ -	\$ 625.00	
6. Travel	\$ 170.31	\$ -	\$ 170.31	
7. Occupancy	\$ 3,750.00	\$ -	\$ 3,750.00	
8. Current Expenses	\$ 900.00	\$ -	\$ 900.00	
Telephone	\$ 900.00	\$ -	\$ 900.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Vehicle Expense (incl ins)	\$ 348.00			
13. Subcontracts/Agreements	\$ -			
14. Other (specific details mandatory): Office cleaning	\$ 600.00	\$ -	\$ 600.00	
15. Interpreters/Professionals	\$ 125.00	\$ -	\$ 125.00	
16. Assistance to clients	\$ -	\$ -	\$ -	
17. Printing	\$ -	\$ -	\$ -	
18. Indirect Charges	\$ -	\$ 4,959.80	\$ 4,959.80	
<b>TOTAL</b>	<b>\$ 33,790.20</b>	<b>\$ 4,959.80</b>	<b>\$ 38,750.00</b>	

Indirect As A Percent of Direct

14.7%

## BUDGET JUSTIFICATION NARRATIVE

### Budget State Fiscal Period 1: 10/1/2013 – 6/30/2014

<b>1. Salary/Wages:</b>	<b>\$64,185.00</b>
• Site Director (1.0 FTE @ \$55,000) - charged to the contract .245	9,992.78
• ESOL Coordinator (.80 FTE @ \$34,570) - charged to the contract .15	3,890.02
• Case Management Coordinator (1.0 FTE @ \$36,000) - charged to the Contract .90	24,300.00
• Case Manager (1.0 FTE @ \$31,200) - charged to the contract .20	3,510.00
• Driver (.75 FTE @ \$25,194) - charged to the contract .33	6,292.20
• Employment Specialist (1.0 FTE @ \$36,000) - charged to the contract .60	16,200.00
<b>2. Employee Benefits:</b>	<b>\$14,762.51</b>
Calculated @ 23%.	
<b>3. Consultants:</b>	<b>\$ 0.00</b>
<b>4. Equipment:</b>	<b>\$ 2,868.75</b>
Printer/copier/scanner rental and maintenance.	
<b>5. Supplies:</b>	<b>\$ 1,875.00</b>
Paper, pens, files, office furniture, binders, etc.	
<b>6. Travel:</b>	<b>\$ 510.75</b>
Local travel for meetings and workshops. Calculated @ \$.55/mile for 1,800 miles.	
<b>7. Occupancy:</b>	<b>\$11,250.00</b>
Calculated @ \$3,798.50/FTE.	
<b>8. Current Expenses:</b>	<b>\$2,700.00</b>
• Telephone	2,700.00
• Postage	
• Insurance	
<b>9. Software:</b>	<b>\$ 0.00</b>
<b>10. Marketing/Communications:</b>	<b>\$ 0.00</b>
<b>11. Staff Education and Training:</b>	<b>\$ 0.00</b>
<b>12. Vehicle Expense (including auto insur):</b>	<b>\$1,044.00</b>

<b>13. Subcontracts/Agreements:</b>	<b>\$ 0.00</b>
<b>14. Other:</b>	<b>\$1,800.00</b>
Office cleaning.	
<b>15. Interpreters/Professionals:</b>	<b>\$ 375.00</b>
<b>16. Assistance to clients:</b>	<b>\$ 0.00</b>
<b>17. Printing:</b>	<b>\$ 0.00</b>

***SUB-TOTAL OF DIRECT COSTS:*** **\$101,371.01**

<b>18. Indirect Charges:</b>	<b>\$ 14,878.99</b>
Calculated @ 15% of direct charges less assistance to clients and contractual expenses.	
The Institute has a DHHS-approved Negotiated Indirect Cost Rate Agreement (NICRA) of 24.2% of all direct costs excluding direct pass through grants to individuals.	

**TOTAL COSTS: \$116,250.00**

**Budget State Fiscal Period 2: 7/1/14 – 9/30/14**

<b>1. Salary/Wages:</b>	<b>\$21,394.80</b>
• Site Director (1.0 FTE @ \$55,000) - charged to the contract .245	3,330.72
• ESOL Coordinator (.80 FTE @ \$34,570) - charged to the contract .15	1,296.68
• Case Management Coordinator (1.0 FTE @ \$36,000) - charged to the contract .90	8,100.00
• Case Manager (1.0 FTE @ \$31,200) - charged to the contract .20	1,170.00
• Driver (.75 FTE @ \$25,194) - charged to the contract .33	2,097.40
• Employment Specialist (1.0 FTE @ \$36,000) - charged to the contract .60	5,400.00
<b>2. Employee Benefits:</b>	<b>\$ 4,920.84</b>
Calculated @ 23%.	
<b>3. Consultants:</b>	<b>\$ 0.00</b>
<b>4. Equipment:</b>	<b>\$ 956.25</b>
Printer/copier/scanner rental and maintenance.	
<b>5. Supplies:</b>	<b>\$ 625.00</b>
Paper, pens, files, office furniture, binders, etc.	

<b>6. Travel:</b>	<b>\$ 170.31</b>
Local travel for meetings and workshops. Calculated @ \$.55/mile for 927 miles.	
<b>7. Occupancy:</b>	<b>\$ 3,750.00</b>
Calculated @ \$1,956.83/FTE.	
<b>8. Current Expenses:</b>	<b>\$ 900.00</b>
• Telephone	900.00
• Postage	
• Insurance	
<b>9. Software:</b>	<b>\$ 0.00</b>
<b>10. Marketing/Communications:</b>	<b>\$ 0.00</b>
<b>11. Staff Education and Training:</b>	<b>\$ 0.00</b>
<b>12. Vehicle Expense (including auto ins):</b>	<b>\$ 348.00</b>
<b>13. Subcontracts/Agreements:</b>	<b>\$ 0.00</b>
<b>14. Other:</b>	<b>\$ 600.00</b>
Office cleaning.	
<b>15. Interpreters/Professionals:</b>	<b>\$ 125.00</b>
<b>16. Assistance to clients:</b>	<b>\$ 0.00</b>
<b>17. Printing:</b>	<b>\$ 0.00</b>
<b><i>SUB-TOTAL OF DIRECT COSTS:</i></b>	<b>\$ 33,790.20</b>
<b>18. Indirect Charges:</b>	<b>\$ 4,959.80</b>
Calculated @ 15% of direct charges less assistance to clients and contractual expenses. The Institute has a DHHS-approved Negotiated Indirect Cost Rate Agreement (NICRA) of 24.2% of all direct costs excluding direct pass	

<b>TOTAL COSTS:</b>	<b>\$ 38,750.00</b>
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**Budget Federal Period: 10/1/2013 – 9/30/2014**

<b>19. Salary/Wages:</b>	<b>\$85,579.80</b>
• Site Director (1.0 FTE @ \$55,000) - charged to the contract .245	13,323.56
• ESOL Coordinator (.80 FTE @ \$34,570) - charged to the contract .15	5,186.70
• Case Management Coordinator (1.0 FTE @ \$36,000) - charged to the Contract .90	32,400.00
• Case Manager (1.0 FTE @ \$31,200) - charged to the contract .20	4,680.00
• Driver (.75 FTE @ \$25,194) - charged to the contract .33	8,389.60
• Employment Specialist (1.0 FTE @ \$36,000) - charged to the contract .60	21,600.00
<b>20. Employee Benefits:</b>	<b>\$19,683.35</b>
Calculated @ 23%.	
<b>21. Consultants:</b>	<b>\$ 0.00</b>
<b>22. Equipment:</b>	<b>\$ 3,825.00</b>
Printer/copier/scanner rental and maintenance.	
<b>23. Supplies:</b>	<b>\$ 2,500.00</b>
Paper, pens, files, office furniture, binders, etc.	
<b>24. Travel:</b>	<b>\$ 681.06</b>
Local travel for meetings and workshops.	
Calculated @ \$.55/mile for 1,800 miles.	
<b>25. Occupancy:</b>	<b>\$15,000.00</b>
Calculated @ \$3,798.50/FTE.	
<b>26. Current Expenses:</b>	<b>\$3,600.00</b>
• Telephone	3,600.00
• Postage	
• Insurance	
<b>27. Software:</b>	<b>\$ 0.00</b>
<b>28. Marketing/Communications:</b>	<b>\$ 0.00</b>
<b>29. Staff Education and Training:</b>	<b>\$ 0.00</b>
<b>30. Vehicle Expense (including auto insur):</b>	<b>\$1,392.00</b>

<b>31. Subcontracts/Agreements:</b>	<b>\$ 0.00</b>
<b>32. Other:</b>	<b>\$2,400.00</b>
Office cleaning.	
<b>33. Interpreters/Professionals:</b>	<b>\$ 500.00</b>
<b>34. Assistance to clients:</b>	<b>\$ 0.00</b>
<b>35. Printing:</b>	<b>\$ 0.00</b>
<b><i>SUB-TOTAL OF DIRECT COSTS:</i></b>	<b><i>\$135,161.21</i></b>
<b>36. Indirect Charges:</b>	<b>\$ 19,838.79</b>
Calculated @ 15% of direct charges less assistance to clients and contractual expenses.	
The Institute has a DHHS-approved Negotiated Indirect Cost Rate Agreement (NICRA) of 24.2% of all direct costs excluding direct pass through grants to individuals.	
<b>TOTAL COSTS: \$155,000.00</b>	



**PROGRAM STAFF LIST**

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

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

**Proposal Agency Name:** International Institute of New England  
**Program:** Refugee Social Services Program  
**Budget Period:** July 1, 2014 – September 30, 2014

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amnt Funded by this contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Site Sources	
Site Director	Amadou Hamady	26.44	40	\$3,330.72	\$13,419.28	\$13,750.00	
ESOL Coordinator	Ellen Bishop	20.78	32	1,296.68	7,347.82	8,644.50	
Case Management Coordinator	Susanne Curry	17.31	40	8,100.00	900.00	9,000.00	
Case Manager	Puspa Joshi	15.00	30	1,170.00	4,680.00	5,850.00	
Driver	Wisam Mahli	16.15	30	2,097.40	4,201.10	6,298.50	
Employment Specialist	Erion Gjeroveni	17.31	40	5,400.00	3,600.00	9,000	
Total Salaries by source				\$21,394.80	\$34,148.20	\$52,543.00	

Please note, this form will NOT calculate.



## **Amadou Hamady**

### **EDUCATION**

#### **Master of Social Work (MSW)**

University of New Hampshire, Durham

#### **Bachelor Degree (BS) in Business Administration**

Faculty of Science and Economic, Nouakchott- Mauritania

### **SUMMARY OF QUALIFICATIONS**

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

### **ADDITIONAL SKILLS**

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

### **EMPLOYMENT HISTORY**

**International Institute of New England, Manchester, NH**

**2010 – Present**

*Interim Manchester Site Director and Refugee School Impact Program Coordinator*

- Oversees the daily operations of the International Institute of New Hampshire
- Provides social, emotional, psychological, adjustment, cultural and academic services to more than 300 refugee/immigrant students (K1-12) and their families
- Runs an after school program that provides services such as homework help, literacy skills, college access workshops, Art, parent empowerment, and leadership skills to refugee/immigrant students (k1-12) and their families

**Saint Anselm College, Manchester, NH**

**2010 – 2013**

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

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

**Manchester School District, Webster Elementary School, Manchester, NH**

**9/2009 – 3/2010**

*Paraprofessional*

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

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

**2009 – 2010**

*MSW Intern*

- Provided case management to students and families through school interactions and home visits
- Facilitated support groups of Immigrant and Refugee kids of grade 1 to from grade 3
- Provided counseling to immigrant and refugee school kids Africa and Central Asia.
- Participated in the volunteering training program to enhance parental participation in the on-going school volunteer program
- Coordinated services between students/families and other health care providers.
- Worked as a Student Assistance program (SAP) counselor and worked with 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade children of diverse socio-economic, cultural and ethnic background.
- Facilitated two support groups of refugee and immigrant kids on issues such as, Self-esteem, Social Skills, Cultural transition, Grief/loss, Substance Abuse Education/Prevention, Communication, Family issues, Immigration related stresses.
- Provided information, referrals and support to promote healthy coping alternatives

**Frannie Peabody Center, Portland, Maine**

**2008 - 2009**

*MSW Intern*

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

**Lutheran Social Services of Northern New England, Concord, NH**

**2006 - 2007**

*MSW Intern*

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

### **RESEARCH EXPERIENCE/PROFESSIONAL DEVELOPMENT**

**University of New Hampshire, Durham, NH**

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

**Carsey Institute, University of New Hampshire**

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

### **RELATED EXPERIENCE**

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

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

### **AWARDS**

Saint Anselm College 2011 pioneer in Service Award, in recognition of outstanding efforts to bring refugee youth to Humanities and community. Received two Presidents' Community Partner Awards from the Southern New Hampshire University and the University of New Hampshire, Manchester.



INTERNATIONAL INSTITUTE  
OF NEW ENGLAND  
BOSTON LOWELL NEW HAMPSHIRE

**ELLEN BISHOP, ESOL COORDINATOR**

Education

Master of Education, School and Community Health  
University of Missouri, Columbia, MO

Bachelor of Science, Education  
University of Missouri, Columbia, MO

TESOL Certification in Language and Linguistics  
TESOL Certification in Language Teaching Methods  
Plymouth State University, Plymouth, NH

September – December 2002  
July 2005

Experience

International Institute of New England, Manchester, NH  
ESOL Coordinator

1999 – Present

- Oversees ESOL program within a full-service refugee resettlement agency.
- Teaches advanced and beginning ESOL classes.
- Writes quarterly and annual reports for grant funders.
- Assists in grant writing for agency as it relates to ESOL program.
- Develop curriculum to meet the survival needs of refugees.
- Conducts intake and placement of new students.
- Compiles statistical data related to department.
- Acts as liaison between other department heads on matters of case management and policy.
- Collaborates with other ESOL programs, employers, community organizations, and social service agencies to provide quality ESOL programs.

Nashua Adult Learning Center, Nashua, NH  
ESOL Teacher

2002 – Present

- Teaches level 4 ESOL class two evenings per week
- Conducts pre- and post-level testing as needed

Global Village Toronto/The Language Workshop  
Assistant Director of Studies

1990 – 1999

- Oversaw all school functions related to teachers and classes in large private ESOL school in Toronto.
- Managed 35 teachers, and conducted hiring, scheduling, and performance review.
- Coordinated placement of students including testing, organization of classes, and final placement of student on a 4-week seasonal basis.
- Counseled students on placement and TLW methodology.
- Conducted orientations for new students and family tours for agents.

Global Village Toronto/The Language Workshop  
Teacher Coordinator

1991 - 1996

- Worked with teenage visa students involved in ESOL activities and home stay.
- Hired, trained, and supervised teachers while evaluating overall program.
- Developed curriculum and evaluation standards.

Cambridge Institute, Copenhagen, Denmark

May 1987 – July 1989

- Worked in Adult Education Evening School 15-20 hours per week.
- Taught all levels of ESOL to groups of 15-20 students.
- Prepared higher-level students for Cambridge First Certificate Exams.

## SUSANNE CURRY

Energetic, goal-oriented human services professional with outstanding interpersonal skills and supervisory and administrative experience. Significant knowledge of multicultural work environments and experience with refugees and immigrants. Strong communication, supervisory, organizational, and computer skills. Collaborative team player known for results and problem-solving expertise.

**Computer Skills:** Microsoft Office, Excel, PowerPoint Access, Outlook, QuickBooks

**Education:** Bachelor of Arts, Government/Education, Phi Beta Kappa, Clark University, Worcester, MA 1984. "Train the Trainer" Certificate Program by American Society for Training and Development completed in May 2009

### INTERNATIONAL INSTITUTE OF NEW HAMPSHIRE

#### **Interim Director**

2012

Provide interim leadership and supervision of staff and interns, and service coordination of Resettlement and Placement, Health, Employment, Quality, School Impact, Outreach, agriculture and English departments.

#### **Senior Caseworker/ Resettlement Coordinator**

2009-Present

Assist refugees from diverse backgrounds with many facets of resettlement, including housing, public benefits enrollment, school enrollment, and healthcare coordination. Work closely and collaboratively with funding agencies and community organizations.

- Conduct home visits; coordinate with case management staff, landlords, public benefit and school staff for services. Oversee client financial accounts and prepare reports.
- Lead community and financial orientations for clients;
- Supervise adult/teen interns and volunteers and train staff, interns, and volunteers on procedures and policies specific to refugee resettlement and access to public benefits.
- Maintain established relationships with community and state agencies including the State Office of Refugee Resettlement, The NH Division of Health and Human Services, The Bhutanese Community Association, The Southern Sudan Community of New Hampshire, Iraqi Social Services, and The Manchester Community Health Center.
- Attend and participate in workshops, webinars, and meetings relevant to health/housing/resettlement/employment/mental health. Attended Healthy Homes Initiative workshop. Planning Committee member for NH State Conference on Bed Bugs and World Refugee Day. Attend and participate in annual USCRI National Network Conference, Arlington, VA.
- Maintain required records and reports using ACCESS and USCRI software.

### EMERSON AND CUMING, Billerica, MA

2004-2008

*Adhesive manufacturing company with two local facilities and offices in four global regions*

#### **Administrative Assistant**

Provided support to leadership team including President and other high level managers. Administered multiple human resources functions.

- Coordinated new hire interviews, orientations, and employee trainings. Created, maintained and updated confidential employee files. Prepared and processed Personnel Action Forms, Payroll Forms, and other new hire paperwork. Trained new hires on company administration procedures. Provided information and referral for questions related to HR.
- Maintained calendars, coordinated events and meetings, made travel arrangements.
- Chaired Employee Activities Committee for company events created and oversaw budget. Motivated committee members and employees in order to cultivate company spirit. Planned events for groups of 10-400 attendees. Networked within Boston area for events and contacts.
- Assisted with employee and corporate communications. Drafted correspondence and memoranda.
- Initiated and implemented on-line room reservation system and audio-visual equipment training to facilitate use of these systems throughout company.
- Managed Non Disclosure Agreement database and acted as a resource for office. Instructed employees on process and improved database to be more user friendly and increase efficiency.
- Managed supplier survey system and acted as liaison to suppliers and customers.

NETTLETON ASSOCIATES, Lexington, MA 2002-2004  
*Designer Wall Covering Business*

**Part Time Administrative Assistant**

Provided customer service and maintained inventory.

BRIGHAM AND WOMEN'S HOSPITAL and CBR, Boston, MA 1997-2001  
*The Department of Cardiomyopathy and The Center for Blood Research*

**Administrative Assistant**

Provided administrative support to Principal Investigator and Harvard Professor of Immunology and Director of Cardiomyopathy.

- Prepared National Institute of Health grants and manuscripts.
- Handled correspondence, transcription, and travel.
- Demonstrated high level of confidentiality and diplomacy in all responsibilities.
- Coordinated conferences and meetings, served as press and public relations liaison.
- Coordinated international lab member applications and new staff members' move to Boston. Provided introduction to lab, and handled housing and settlement issues.
- Supervised and trained junior office assistant.

**ADDITIONAL PROFESSIONAL AND INTERNATIONAL EXPERIENCE:**

**Coordinator**, International Institute of Boston. Ran pro-bono panel of attorneys to represent immigrants facing deportation. Marketed program to attorneys. Provided instruction to and empowered detainees who otherwise would have no representation.

**Owner**, English as Second Language tutoring business in Somerville, MA. Managed all aspects of operation, including sales, marketing, and financial management.

**Project Coordinator**, Harvard Institute of International Development in Cambridge, MA. Supported Executive Director and Project Managers working with overseas educational research.

**Traveler**. Lived and worked on Kibbutz in Israel. Teacher of Dental Hygiene in Mexican village, through Amigos De Las Americas program, with intensive Spanish language preparation.

# Puspa Man Joshi

## SKILLS SUMMARY

- Worked as a case manager with refugees from different countries (Bhutan, Iraq, Democratic Republic of Congo, and Sudan) to apply for public benefits such as welfare, fuel assistance, and social security card.
- Love to work with refugees and immigrants and enjoy helping them.
- Effective communicator with people from different countries.
- Taught high school Math and Science. High school administrator.
- Operated free Nepali language class for children of Nepali descendants.
- Contributor of articles to the newsletters and magazines published by Nepali diasporas in the US.
- Strong work ethic with exemplary attendance record.
- Knowledgeable in use of Microsoft Office Access, Word, Excel and Power Point.
- Nepali/English interpreter for Bhutani refugees and interpret a series of presentations for parents of school age children, topics related to social issues such as education, safety, renter's duties and elderly abuse.
- Completed medical interpreter training at Language Bank and has been working there per diem.
- I speak and write fluent Nepali, English and Newari (Degree), and speak fluent Chinese (Diploma). I also took some courses in Spanish and Russian.
- Coached the table tennis team at the Ohio State University as an assistant coach.

## PROFESSIONAL EXPERIENCE

### Case Manager

July, 2011 – Present

International Institute of New Hampshire, Manchester, NH

- Worked as a case manager with refugees from different countries (Bhutan, Iraq, Democratic Republic of Congo, and Sudan)
  - Assisting clients to apply for welfare benefits, fuel assistance and social security cards.
  - Helping eligible clients to apply for SSI and attending interviews with them.
  - Providing interpretation and translation service to Bhutani refugees whenever needed.
  - Home safety and community orientation, 30 day or 90 day home visits.
  - Anchor agreements

### Enrollment Coordinator (Part time, Temporary)

April, 2011 – June, 2011

International Institute of New Hampshire, Manchester

- Enroll school age children.
- Teach literacy class.

### Case Worker

Dec., 2009 – Mar., 2011

ABLE Network, Inc., Manchester, NH

Assisting case managers at International Institute of New Hampshire in Manchester.

School registration, home visits, opening gas and electric accounts.

Providing interpretation service to Bhutani refugees whenever needed.

Helping to apply for welfare benefits.

### Engineering Technician (Part time, Temporary)

May 2009 – Oct. 2009

Concord Engineering Group, P.A., Windham, NH

Traffic counts and data entry

**Data Processor**

March 2008 – July 2008

CitiBank, San Antonio, Texas  
Data entry and scanning.

**Senior Structural Engineer**

June 2006 – Nov. 2007

South Texas Engineering, San Antonio, TX  
Analyzed foundation design of track houses and inspected homes with structural problems.

**Customer Service Representative, T&P (Part time)**

May 2002 – May 2006

The Ohio State University, Columbus, Ohio  
Cashier

**EDUCATION**

**Ph.D., City and Regional Planning**

The Ohio State University.

**M.S., Transportation Engineering**

Department of Civil Engineering, OSU

**MC&RP, City and Regional Planning**

The Ohio State University

**B.E., Highway and Bridge Engineering**

Tung Chi University, Shanghai, China

**B.Ed., Math and English**

Institute of Education, Kiritpur, Nepal

**B.A., Math and Nepali language**

Tribhuvan University, Nepal

## **Wisam Mahli**

### ***Professional Experience***

#### **International Institute of NH, Manchester, NH**

*Driver, Arabic Translator, 2011 - Present*

- ⌚ Contracted van driver for 15 passenger van for multiple Institute programs to drive clients throughout Southern NH
- ⌚ Translator for Arabic-speaking clients at the Institute and for residents throughout the Manchester community
- ⌚ New Arrival Airport pick up
- ⌚ Client individual or group transportation to appointments

#### **Al Tabaa Company, Holms, Syria**

*Appliance and Service Engineer, 2007 - 2009*

- ⌚ Repaired, maintained and serviced domestic electrical appliances for home and office.
- ⌚ Knowledge of American made appliances and their corresponding electrical and mechanical replacement parts.
- ⌚ Ability to read and interpret electrical schematics to troubleshoot, identify and resolve electrical malfunctions and or ensure peak performance.

#### **Parsons Corporation, Baghdad, Iraq**

*Electrical Engineer, 2005 - 2006*

- ⌚ Instrumental in the electrical and purification process of the clean water supply crucial to the Al Mashtl Hospital. *This hospital is the vital location for many families that seek medical attention and state of the art care.*
- ⌚ Installed and monitored the intricate electrical panel configurations for the proper functioning and performance of the fire safety zones throughout the Hospital. *This was a project that involved dead line pressure and no margin for error.*

### ***Education and Training***

⌚ **University of Technology, Baghdad, Iraq**

Electrical Engineer, 1983-1987

Supporting Equivalency Documentation Available Upon Request

# Erion Gjeroveni

## EDUCATION

- 1. Masters Degree of Science in Organizational Leadership**  
Southern New Hampshire University 2009, Manchester, New Hampshire
- 2. Bachelor of Science in Business Administration**  
Southern New Hampshire University 2008, Manchester New Hampshire
- 3. Associate of Science in Business Management**  
New Hampshire Technical Colleges 2006, Manchester New Hampshire

## EXPERIENCE

- 1. International Institute of New Hampshire. Senior Employment Specialist**  
February 2013 – Present
  - ❖ Assists refugee, immigrant, and non-native English speaking clients in achieving employment outcomes.
  - ❖ Identifies immediate employment needs for local industries and their most critical employment issues.
  - ❖ Maintains accurate records, files, electronic data entry, and written case notes after each assessment, planning, consultation, and individual, group, or family meeting.
  - ❖ Develops, maintains, and expands relationships with Manchester area employers.
  - ❖ Writes program reports for employment programs.
  - ❖ Assists with curriculum development, prepares classroom materials and provides instruction for various components of training programs.
- 2. Lutheran Social Services, Language Bank Interpreter (Legal, Medical)**  
September 2008 – February 2013
  - ❖ Interpreter for judicial system with different level of Courts throughout state of New Hampshire.
  - ❖ Interpreter for Human Rights Commission.
  - ❖ Attended several workshops in order to master skills as an interpreter for NH legal system.
  - ❖ Member of NETIA ( NEW ENGLAND TRAINED INTERPRETERS ASSOCIATION)
  - ❖ Medical interpretation throughout clinics and hospitals in NH

## INTERCULTURAL

- ❖ Languages: English, Albanian and Italian