



6 MTJ
SAW

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986
Fax: 603-271-0824 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 29, 2014

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

Requested Action

100% Federal funds

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into agreements with the vendors listed below, to provide social services that lead directly to self-sufficiency for refugees in an amount not to exceed \$660,000, effective upon the date of Governor and Executive Council Approval, through September 30, 2016.

These contracts are contingent upon the receipt of Federal Refugee Social Services Grant funds. Funds are available in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 with the ability to adjust encumbrances between State Fiscal Years and within the budget lines of the contract without Governor and Executive Council approval.

| Vendor Name | Vendor # | Service Location | Amount |
|---|-------------|---|-----------|
| International Institute of Boston, Inc. | 177551,B001 | 1 Milk St, Boston, MA 02109 | \$300,000 |
| Ascentria, Care Alliance | 222201,B001 | 261 Sheep-Davis Road, Concord, NH 03301 | \$300,000 |
| Bhutanese Community of New Hampshire | 228820,B001 | 510 Chestnut Street, Manchester, NH 03101 | \$60,000 |

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

Please see attachment for fiscal detail.

Explanation

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

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

Measures being monitored for these contracts include:

IIB and Ascentria

- Demonstrate sustained employment for 75-125 refugees;
- Demonstrate advancement of English levels for 60-80 refugees;
- Demonstrate increased skills and knowledge resulting in increased integration for all new arrivals.

BCNH

- Demonstrate sustained employment for 50-70 refugees;
- Demonstrate increased understanding of American systems for 120 refugees;
- Demonstrate increased cross-cultural knowledge for 6 mainstream organizations.

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

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

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

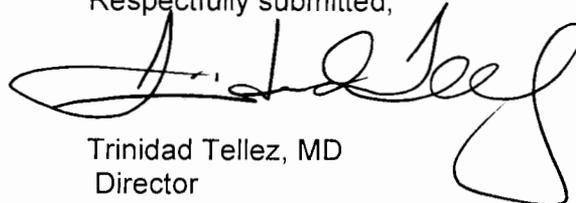
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 6, 2014

Area Served: Concord, Laconia, Manchester and Nashua

Source: 100% Federal Funds

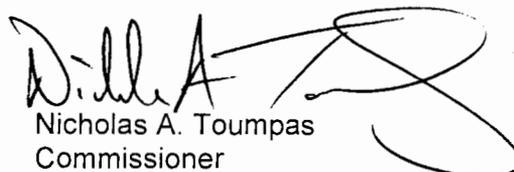
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Trinidad Tellez, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

International Institute of Boston, Inc., One Milk Street, Boston, MA 02109 (Vendor#177551-B001)

| State Fiscal Year | Class/Account | Activity Code | Class Title | Amount |
|--------------------------|----------------------|----------------------|--------------------------------|------------------|
| 2015 | 102-500731 | 42200013 | Contracts for Program Services | \$112,500 |
| 2016 | 102-500731 | 42200013 | Contracts for Program Services | \$150,000 |
| 2017 | 102-500731 | 42200013 | Contracts for Program Services | \$ 37,500 |
| | | | Total | \$300,000 |

Ascentria Community Service, Inc. 261 Sheep-Davis Rd. Concord, NH 03301 (Vendor#224148-B001)

| State Fiscal Year | Class/Account | Activity Code | Class Title | Amount |
|--------------------------|----------------------|----------------------|--------------------------------|------------------|
| 2015 | 102-500731 | 42200013 | Contracts for Program Services | \$112,500 |
| 2016 | 102-500731 | 42200013 | Contracts for Program Services | \$150,000 |
| 2017 | 102-500731 | 42200013 | Contracts for Program Services | \$ 37,500 |
| | | | Total | \$300,000 |

Bhutanese Community of New Hampshire, Inc., 518 Chestnut Street, Manchester, NH 03103 (Vendor#228820, B001)

| State Fiscal Year | Class/Account | Activity Code | Class Title | Amount |
|--------------------------|----------------------|----------------------|--------------------------------|-----------------|
| 2015 | 102-500731 | 42200013 | Contracts for Program Services | \$22,500 |
| 2016 | 102-500731 | 42200013 | Contracts for Program Services | \$30,000 |
| 2017 | 102-500731 | 42200013 | Contracts for Program Services | \$ 7,500 |
| | | | Total | \$60,000 |

Refugee Social Services
 Contract Purpose
 RFP Score Summary

Refugee Social Services
 0

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

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

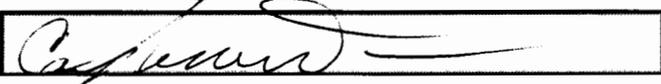
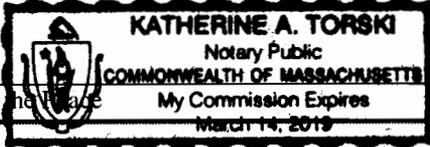
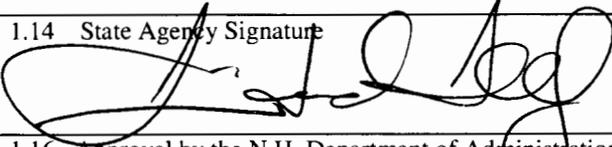
| RFP Reviewers | Name | Job Title | Dept/Agency | Qualifications |
|---------------|------------------|----------------------------|--------------|----------------|
| 1 | Brandon Anderson | Refugee Program Specialist | OMHRA | |
| 2 | Barbara Seebart | State Refugee Coordinator | OMHRA | |
| 3 | Gerardo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

Subject: International Institute of Boston, Inc--Refugee Social Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name <u>Department of Health and Human Services</u> | | 1.2 State Agency Address <u>97 Pleasant Street, Thayer Building, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>International Institute of Boston, Inc</u> | | 1.4 Contractor Address <u>One Milk Street, Boston, MA 02109</u> | |
| 1.5 Contractor Phone Number <u>(617) 695-9990</u> | 1.6 Account Number <u>010-042-7922000042200013</u> | 1.7 Completion Date <u>September 30, 2016</u> | 1.8 Price Limitation <u>\$300,000</u> |
| 1.9 Contracting Officer for State Agency <u>Barbara Seebart, Refugee Coordinator</u> | | 1.10 State Agency Telephone Number <u>(603) 271-8557</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Carolyn Benedict-Drew, President</u> | |
| 1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Suffolk</u> On <u>8/26/2014</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 <u>Katherine A. Torsti</u> [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Katherine A. Torsti - Notary Public</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Trinidad Tellez, Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana J. Kelly</u> Director, On: <u>10/3/14</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Megan A. Yagle</u> Attorney On: <u>9/24/14</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.

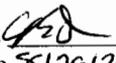
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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.

Contractor Initials 
Date 5/26/2014

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.

International Institute of Boston, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

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

2. SCOPE OF SERVICES

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

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

- 2.1 Employment services, including but not limited to the following: employer recruitment and job development, intake and assessment, job referral, placement and post-employment support. The contractor will place 75-125 refugees in initial or second jobs.
- 2.2 English for Speakers of Other Languages: 12 hours of ESOL for all new arrivals until they become employed. Curriculum will include

Contractor Initials CHD
Date 8/26/2014

topics relative to employment and acculturation. The Contractor will provide ESOL to 175 students.

- 2.3 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).
- 2.4 Information and referral services to 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)
- 2.5 The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or service, within 10 days of the contract effective date.

3. Reporting

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

Contractor Initials CPS
Date 8/26/2014

International Institute of Boston, Inc.

EXHIBIT B

Method and Conditions Precedent to Payment

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

The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor Pursuant to Exhibit A, Scope of Services.

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

Contractor Initials
Date 8/20/2014



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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 CSB
Date 8/26/2014

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.

4. Notwithstanding paragraph 18 of the P-37, an amendment 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.

Contractor Initials CAS
Date 8/26/2014



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

A handwritten signature in black ink, appearing to be 'J. J. [unclear]', written over a horizontal line.



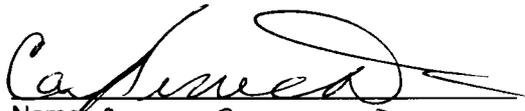
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: *International Institute of Boston, Inc.*

8/26/2014
Date


Name: *CAROLYN BENEDICT-DREW*
Title: *PRESIDENT & CEO*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *International Institute of Boston, Inc.*

Name: CAROLYN BENEDICT-DREW
Title: PRESIDENT & CEO

9/26/2014
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *International Institute of Boston, Inc.*

8/26/2014
Date


Name: *CAROLYN BENEDICT-DREW*
Title: *PRESIDENT & CEO*



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: International Institute of Boston, Inc.

8/26/2014
Date


Name: CAROLYN BENEDICT-DREW
Title: PRESIDENT & CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *International Institute of Boston, Inc.*

Name: *CAROLYN BENEDICT DREN*
Title: *PRESIDENT & CEO*

8/26/2014
Date

Contractor Initials *CD*

Date 8/26/2014



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

Handwritten signature of the contractor, appearing to be "C. J. O'Connell".



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS

The State

[Signature]
Signature of Authorized Representative

Trinidad Tellez

Name of Authorized Representative

Director

Title of Authorized Representative

9/17/14
Date

International Institute of Boston, Inc.

Name of the Contractor

[Signature]
Signature of Authorized Representative

CAROLYN BENEDICT-DREN

Name of Authorized Representative

PRESIDENT : CEO

Title of Authorized Representative

8/26/2014
Date



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

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

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

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

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

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

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

Contractor Name: *International Institute of Boston, Inc.*

8/20/2014
Date


Name: *CAROLYN BENEDICT-DREW*
Title: *PRESIDENT & CEO*



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: 034845997
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

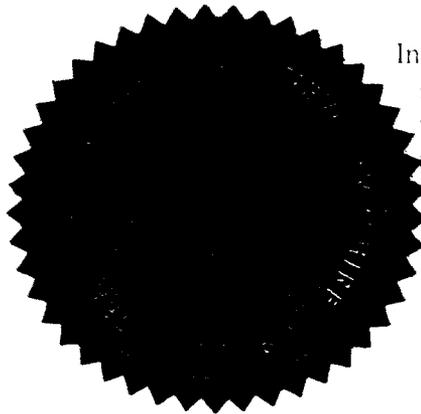
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF BOSTON, INC., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on May 4, 2011. 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 29th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

1. I am a duly elected Clerk of International Institute of Boston, Inc.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on August 26, 2014:
(Date)

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

refugee social services.

RESOLVED: That the President / CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26 day of August, 2014.
(Date Contract Signed)
4. Carolyn Benedict-Drew is the duly elected
President / CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Commonwealth of Massachusetts
~~STATE OF NEW HAMPSHIRE~~

Tea Pšorn
(Signature of Clerk of the Corporation)

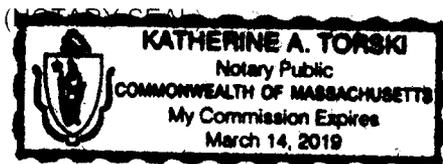
County of Suffolk

The forgoing instrument was acknowledged before me this 26 day of August, 2014.

By Tea Pšorn
(Name of Clerk of the Corporation)

Katherine A. Torski
(Notary Public/Justice of the Peace)

Commission Expires: March 14, 2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2014

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

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

| | | |
|--|--------------------------------------|-------------------------------|
| PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| E-MAIL ADDRESS: certificates@willis.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Philadelphia Indemnity Insurance Company | | 18058 |
| INSURER B: Tokio Marine Specialty Insurance Company | | 23850 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: W496945 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | PHPK1170391 | 05/05/2014 | 05/05/2015 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 20,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | PHUB458241 | 05/05/2014 | 05/05/2015 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | OTHER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE ID W496944 DATED 07/21/2014
Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

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

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).

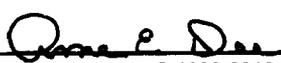
| | | | | |
|--|--|--|------------------------------------|--|
| PRODUCER HUB International New England 600 Longwater Drive Norwell, MA 02061 781 792-3200 | CONTACT NAME: PHONE (A/C, No, Ext): 781-79-3243 | | FAX (A/C, No): 866-716-8946 | |
| | E-MAIL ADDRESS: | | | |
| INSURED International Institute Of Boston, Inc. One Milk Street Boston, MA 02109 | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | INSURER A : Travelers Property Casualty Co | | 25674 | |
| | 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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 281080413273079679 | 10/01/2013 | 10/01/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

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

| | |
|--|---|
| 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  |

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

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORT**

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

**CONTENTS
SEPTEMBER 30, 2013 AND 2012**

| | <u>PAGES</u> |
|--|---------------------|
| INDEPENDENT AUDITOR'S REPORT | 1 |
| COMBINED FINANCIAL STATEMENTS: | |
| Combined Statements of Financial Position | 2 |
| Combined Statements of Activities and Changes in Net Assets..... | 3 |
| Combined Statements of Cash Flows | 4 |
| Combined Statements of Functional Expenses..... | 5 - 6 |
| Notes to Combined Financial Statements | 7 - 14 |

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:

Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of International Institute of Boston, Inc. d/b/a International Institute of New England (a Massachusetts nonprofit corporation) and Affiliates (collectively, the Organization), which comprise the combined statements of financial position as of September 30, 2013 and 2012, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of Boston, Inc. d/b/a International Institute of New England and Affiliates as of September 30, 2013 and 2012, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

Boston, Massachusetts
March 25, 2014

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

**COMBINED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2013 AND 2012**

| <u>ASSETS</u> | <u>2013</u> | <u>2012</u> |
|--|---------------------|---------------------|
| CURRENT ASSETS: | | |
| Cash and cash equivalents | \$ 734,128 | \$ 476,045 |
| Grants, contracts and other receivables | 658,632 | 722,768 |
| Prepaid expenses and other | 15,796 | 107,184 |
| | <hr/> | <hr/> |
| Total current assets | 1,408,556 | 1,305,997 |
| PROPERTY AND EQUIPMENT, net | 6,086,172 | 6,268,852 |
| FINANCING COSTS, net | 195,672 | 202,458 |
| | <hr/> | <hr/> |
| Total assets | <u>\$ 7,690,400</u> | <u>\$ 7,777,307</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| CURRENT LIABILITIES: | | |
| Current portion of long-term debt | \$ 120,515 | \$ 115,624 |
| Accounts payable | 151,870 | 137,508 |
| Accrued expenses | 386,377 | 157,772 |
| Deferred revenue | 197,313 | 133,809 |
| | <hr/> | <hr/> |
| Total current liabilities | 856,075 | 544,713 |
| LONG-TERM DEBT, net of current portion | 6,531,710 | 6,652,634 |
| | <hr/> | <hr/> |
| Total liabilities | 7,387,785 | 7,197,347 |
| NET ASSETS: | | |
| Unrestricted: | | |
| Operating | 416,580 | 617,675 |
| Property and equipment | (370,381) | (296,948) |
| | <hr/> | <hr/> |
| Total unrestricted | 46,199 | 320,727 |
| Temporarily restricted | 256,416 | 259,233 |
| | <hr/> | <hr/> |
| Total net assets | 302,615 | 579,960 |
| | <hr/> | <hr/> |
| Total liabilities and net assets | <u>\$ 7,690,400</u> | <u>\$ 7,777,307</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 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012**

| | 2013 | | | 2012 | | |
|--|------------------|---------------------------|-------------------|-------------------|---------------------------|-------------------|
| | UNRESTRICTED | TEMPORARILY RESTRICTED | TOTAL | UNRESTRICTED | TEMPORARILY RESTRICTED | TOTAL |
| REVENUES: | | | | | | |
| Contract service revenue | \$ 3,870,052 | \$ - | \$ 3,870,052 | \$ 3,941,917 | \$ - | \$ 3,941,917 |
| Rental income | 696,597 | - | 696,597 | 642,868 | - | 642,868 |
| Donated goods and services | 775,670 | - | 775,670 | 710,032 | - | 710,032 |
| Grants and contributions | 57,403 | 314,945 | 372,348 | 71,600 | 316,466 | 388,066 |
| Special events | 252,120 | - | 252,120 | 318,207 | - | 318,207 |
| United Way allocation | 103,740 | - | 103,740 | 105,735 | - | 105,735 |
| Interest and other | 36,481 | - | 36,481 | 42,758 | - | 42,758 |
| Net assets released from restrictions: | | | | | | |
| Program | 317,762 | (317,762) | - | 290,579 | (290,579) | - |
| Special events | - | - | - | 100,000 | (100,000) | - |
| Total revenues | 6,109,825 | (2,817) | 6,107,008 | 6,223,696 | (74,113) | 6,149,583 |
| EXPENSES: | | | | | | |
| Program services | 4,482,165 | - | 4,482,165 | 4,322,185 | - | 4,322,185 |
| General and administrative | 555,709 | - | 555,709 | 528,759 | - | 528,759 |
| Fundraising | 222,494 | - | 222,494 | 290,214 | - | 290,214 |
| Facilities | 1,123,985 | - | 1,123,985 | 1,230,817 | - | 1,230,817 |
| Total expenses | 6,384,353 | - | 6,384,353 | 6,371,975 | - | 6,371,975 |
| Changes in net assets | (274,528) | (2,817) | (277,345) | (148,279) | (74,113) | (222,392) |
| NET ASSETS, beginning of year | 320,727 | 259,233 | 579,960 | 469,006 | 333,346 | 802,352 |
| NET ASSETS, end of year | \$ 46,199 | \$ 256,416 | \$ 302,615 | \$ 320,727 | \$ 259,233 | \$ 579,960 |

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, 2013 AND 2012**

| | <u>2013</u> | <u>2012</u> |
|--|--------------|--------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Changes in net assets | \$ (277,345) | \$ (222,392) |
| Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities: | | |
| Depreciation and amortization | 212,530 | 210,216 |
| Changes in operating assets and liabilities: | | |
| Grants, contracts and other receivables | 64,136 | 4,823 |
| Prepaid expenses and other | 91,388 | (33,894) |
| Accounts payable | 14,362 | 38,549 |
| Accrued expenses | 228,605 | (177) |
| Deferred revenue | 63,504 | (336,658) |
| | 397,180 | (339,533) |
| Net cash provided by (used in) operating activities | 397,180 | (339,533) |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Acquisition of property and equipment | (23,064) | (68,951) |
| Increase in financing costs | - | (203,589) |
| | (23,064) | (272,540) |
| Net cash used in investing activities | (23,064) | (272,540) |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Principal payments on long-term debt | (116,033) | (6,518,742) |
| Proceeds from long-term debt | - | 6,787,000 |
| | (116,033) | 268,258 |
| Net cash provided by (used in) financing activities | (116,033) | 268,258 |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 258,083 | (343,815) |
| CASH AND CASH EQUIVALENTS, beginning of year | 476,045 | 819,860 |
| CASH AND CASH EQUIVALENTS, end of year | \$ 734,128 | \$ 476,045 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid for interest | \$ 286,029 | \$ 391,351 |

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, 2013**
(With Summarized Comparative Totals for the Year Ended September 30, 2012)

| | <u>2013</u> | | | | | <u>2012</u> |
|-----------------------------------|-----------------------------|---|--------------------|---------------------|---------------------|---------------------|
| | <u>PROGRAM SERVICES</u> | <u>GENERAL AND ADMINIS- TRATIVE</u> | <u>FUNDRAISING</u> | <u>FACILITIES</u> | <u>TOTAL</u> | <u>TOTAL</u> |
| PERSONNEL AND RELATED: | | | | | | |
| Salaries | \$ 1,828,376 | \$ 367,694 | \$ 126,514 | \$ 125,289 | \$ 2,447,873 | \$ 2,374,172 |
| Donated services | 712,985 | 2,050 | 6,553 | - | 721,588 | 709,025 |
| Payroll taxes and fringe benefits | 328,131 | 51,762 | 21,791 | 22,366 | 424,050 | 391,736 |
| Purchased and contracted services | 133,516 | 14,164 | 68 | - | 147,748 | 152,571 |
| Total personnel and related | <u>3,003,008</u> | <u>435,670</u> | <u>154,926</u> | <u>147,655</u> | <u>3,741,259</u> | <u>3,627,504</u> |
| OCCUPANCY: | | | | | | |
| Mortgage interest | - | - | - | 286,029 | 286,029 | 391,351 |
| Rent and utilities | 80,092 | - | - | 158,650 | 238,742 | 195,049 |
| Depreciation | - | - | - | 194,614 | 194,614 | 181,971 |
| Real estate taxes | - | - | - | 178,318 | 178,318 | 186,322 |
| Repairs and maintenance | 1,274 | - | - | 53,947 | 55,221 | 91,252 |
| Equipment rental | 6,051 | - | - | 888 | 6,939 | 1,600 |
| Total occupancy | <u>87,417</u> | <u>-</u> | <u>-</u> | <u>872,446</u> | <u>959,863</u> | <u>1,047,545</u> |
| OTHER: | | | | | | |
| Client assistance | 1,165,073 | - | - | - | 1,165,073 | 1,175,254 |
| Supplies and materials | 75,084 | - | 717 | 25 | 75,826 | 77,167 |
| Insurance | 4,552 | 26,639 | - | 30,748 | 61,939 | 59,030 |
| Special events | - | - | 61,681 | - | 61,681 | 124,255 |
| Professional fees | 2,901 | 56,285 | 76 | 350 | 59,612 | 92,482 |
| Excise tax | - | - | - | 56,000 | 56,000 | 17,306 |
| Donated goods | 54,082 | - | - | - | 54,082 | 1,007 |
| Travel, meetings and conferences | 34,482 | 4,037 | 1,699 | - | 40,218 | 46,892 |
| Telephone | 32,391 | - | - | - | 32,391 | 31,056 |
| Recruitment | 700 | 21,948 | - | 70 | 22,718 | 10,921 |
| Depreciation and amortization | - | 11,130 | - | 6,786 | 17,916 | 28,245 |
| Dues and subscriptions | 9,172 | - | 3,025 | - | 12,197 | 9,133 |
| Miscellaneous | 1,899 | - | - | 9,905 | 11,804 | 5,448 |
| Printing | 7,789 | - | - | - | 7,789 | 13,019 |
| Postage | 3,615 | - | 370 | - | 3,985 | 5,711 |
| Total other | <u>1,391,740</u> | <u>120,039</u> | <u>67,568</u> | <u>103,884</u> | <u>1,683,231</u> | <u>1,696,926</u> |
| Total expenses | <u>\$ 4,482,165</u> | <u>\$ 555,709</u> | <u>\$ 222,494</u> | <u>\$ 1,123,985</u> | <u>\$ 6,384,353</u> | <u>\$ 6,371,975</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**

| | <u>PROGRAM SERVICES</u> | <u>GENERAL AND ADMINIS- TRATIVE</u> | <u>FUNDRAISING</u> | <u>FACILITIES</u> | <u>TOTAL</u> |
|-----------------------------------|-----------------------------|---|--------------------|---------------------|---------------------|
| PERSONNEL AND RELATED: | | | | | |
| Salaries | \$ 1,772,288 | \$ 373,121 | \$ 86,346 | \$ 142,417 | \$ 2,374,172 |
| Donated services | 660,482 | 1,600 | 46,943 | - | 709,025 |
| Payroll taxes and fringe benefits | 327,779 | 20,965 | 16,489 | 26,503 | 391,736 |
| Purchased and contracted services | 138,372 | 4,733 | 4,416 | 5,050 | 152,571 |
| | <u>2,898,921</u> | <u>400,419</u> | <u>154,194</u> | <u>173,970</u> | <u>3,627,504</u> |
| OCCUPANCY: | | | | | |
| Mortgage interest | - | - | - | 391,351 | 391,351 |
| Rent and utilities | 91,459 | - | - | 103,590 | 195,049 |
| Depreciation | - | - | - | 181,971 | 181,971 |
| Real estate taxes | - | - | - | 186,322 | 186,322 |
| Repairs and maintenance | 2,306 | - | - | 88,946 | 91,252 |
| Equipment rental | 63 | 390 | - | 1,147 | 1,600 |
| | <u>93,828</u> | <u>390</u> | <u>-</u> | <u>953,327</u> | <u>1,047,545</u> |
| OTHER: | | | | | |
| Client assistance | 1,175,254 | - | - | - | 1,175,254 |
| Supplies and materials | 64,438 | 10,205 | 2,356 | 168 | 77,167 |
| Insurance | 2,358 | 25,737 | - | 30,935 | 59,030 |
| Special events | - | - | 124,255 | - | 124,255 |
| Professional fees | 2,783 | 54,761 | 188 | 34,750 | 92,482 |
| Excise tax | - | - | - | 17,306 | 17,306 |
| Donated goods | 1,007 | - | - | - | 1,007 |
| Travel, meetings and conferences | 34,788 | 8,412 | 3,692 | - | 46,892 |
| Telephone | 24,812 | 6,244 | - | - | 31,056 |
| Recruitment | 1,431 | 8,835 | 585 | 70 | 10,921 |
| Depreciation and amortization | - | 9,075 | - | 19,170 | 28,245 |
| Dues and subscriptions | 5,744 | 639 | 2,750 | - | 9,133 |
| Miscellaneous | 2,880 | 1,272 | 175 | 1,121 | 5,448 |
| Printing | 12,046 | 973 | - | - | 13,019 |
| Postage | 1,895 | 1,797 | 2,019 | - | 5,711 |
| | <u>1,329,436</u> | <u>127,950</u> | <u>136,020</u> | <u>103,520</u> | <u>1,696,926</u> |
| Total other | <u>1,329,436</u> | <u>127,950</u> | <u>136,020</u> | <u>103,520</u> | <u>1,696,926</u> |
| Total expenses | <u>\$ 4,322,185</u> | <u>\$ 528,759</u> | <u>\$ 290,214</u> | <u>\$ 1,230,817</u> | <u>\$ 6,371,975</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**

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

(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 2013 and 2012, there were approximately 1,900 and 1,750 unduplicated people from 75 and 91 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) was a Massachusetts limited liability company that 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, 2013 and 2012.

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, 2013 AND 2012
(Continued)**

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Funding

The Institute received approximately \$3,566,000 and \$3,535,000 of its funding from government agencies for the years ended September 30, 2013 and 2012, respectively, all of which is subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2013 and 2012, or on the changes in its net assets for the years then ended. For the years ended September 30, 2013, 69% of the total government funding was from three Federal programs. For the year ended September 30, 2013, 54% of the total government funding was from two Federal programs.

Property and Equipment and Depreciation

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

| | <u>Estimated Useful Life</u> | <u>2013</u> | <u>2012</u> |
|---------------------------------|----------------------------------|--------------------|--------------------|
| Land | N/A | \$2,551,000 | \$2,551,000 |
| Building and improvements | 20 and 40 years | 6,006,202 | 6,006,202 |
| Furniture and equipment | 3 - 10 years | 359,470 | 359,470 |
| Vehicles | 5 years | <u>35,064</u> | <u>12,000</u> |
| | | 8,951,736 | 8,928,672 |
| Less - accumulated depreciation | | <u>2,865,564</u> | <u>2,659,820</u> |
| Net property and equipment | | <u>\$6,086,172</u> | <u>\$6,268,852</u> |

Depreciation expense was \$205,744 and \$191,046 for the years ended September 30, 2013 and 2012, respectively.

Financing Costs

During fiscal year 2012, the Institute capitalized \$203,589 of costs associated with 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 also amortized costs associated with its previous long-term debt which was paid off during fiscal year 2012. Amortization expense was \$6,786 and \$19,170 for the years ended September 30, 2013 and 2012, respectively. Accumulated amortization was \$7,917 and \$1,131 as of September 30, 2013 and 2012, 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, 2013 AND 2012
(Continued)**

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

SIGNIFICANT ACCOUNTING POLICIES (Continued)

Funds Held for Others

The Institute was the fiscal agent for a nonprofit organization. The Institute received and disbursed funds on behalf of this organization. The Institute held \$8,465 as a fiscal agent at September 30, 2012. This amount was included in cash and cash equivalents and accounts payable on the accompanying combined statements of financial position. The Institute ended this relationship in fiscal year 2013.

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, 2013 and 2012.

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 mandate 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, 2013 AND 2012
(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 the volunteers, agencies or management. Donated goods include food and clothing and donated services include legal, teaching, and consulting work. Donated items received were as follows:

| | <u>2013</u> | <u>2012</u> |
|------------------|------------------|------------------|
| Donated services | \$721,588 | \$709,025 |
| Donated goods | <u>54,082</u> | <u>1,007</u> |
| | <u>\$775,670</u> | <u>\$710,032</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 March 25, 2014, which is the date the combined financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the combined financial statements.

Deferred Revenue

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

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

NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012
(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, 2013, 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.

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

Temporarily Restricted Net Assets:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are expended for their designated purposes or the time restriction lapses. Temporarily restricted net assets as of September 30, 2013 and 2012, are purpose restricted.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

(Continued)

(2) LONG-TERM DEBT

Long-term debt consists of the following:

| | <u>2013</u> | <u>2012</u> |
|---|--------------------|--------------------|
| 4.75% note payable to a bank, due in monthly principal and interest installments of \$23,641, through August 1, 2042. Beginning on 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. | \$4,415,670 | \$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. | <u>2,236,555</u> | <u>2,283,374</u> |
| Less - current portion | <u>120,515</u> | <u>115,624</u> |
| | <u>\$6,531,710</u> | <u>\$6,652,634</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, 2013. The Institute was in compliance with all other covenants as of September 30, 2013.

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

| | |
|------|-----------|
| 2014 | \$120,515 |
| 2015 | \$125,626 |
| 2016 | \$130,120 |
| 2017 | \$136,494 |
| 2018 | \$142,318 |

(3) RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute did not make any contributions to the plan during the years ended September 30, 2013 and 2012.

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

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012
(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, 2013 and 2012.

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

| | |
|------|-----------|
| 2014 | \$586,577 |
| 2015 | \$439,995 |
| 2016 | \$208,130 |
| 2017 | \$215,896 |
| 2018 | \$ 82,311 |

(5) CONCENTRATIONS

The Institute maintains its cash balances with several banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The 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 2013 and 2012, one Federal government agency represented approximately 29% and 31%, respectively, of total revenue. This same agency also represented approximately 35% and 18% of total grants, contracts and other receivables as of September 30, 2013 and 2012, respectively.

(6) LEASE AGREEMENTS

The Institute leased its main office space under an operating lease agreement with the Company that 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 for the year ended September 30, 2012. This amount was eliminated on the accompanying 2012 combined statement of activities and changes in net assets.

The Institute leases program space under various operating leases and tenant-at-will agreements. These leases expire at various dates through August, 2017. 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 \$78,600 and \$82,800 for the years ended September 30, 2013 and 2012, respectively.

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

| | |
|------|----------|
| 2014 | \$77,600 |
| 2015 | \$44,100 |
| 2016 | \$44,100 |
| 2017 | \$40,425 |

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

**NOTES TO COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013 AND 2012**

(Continued)

(7) RELATED PARTY TRANSACTIONS

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

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



INTERNATIONAL INSTITUTE
OF NEW ENGLAND

BOSTON

100 WA Street
Boston, MA 02108

TEL: 617-552-3333

LOWELL

100 Middle Street
Lowell, MA 01854

TEL: 978-455-1111

NEW HAMPSHIRE

100 Elm Street
Manchester, NH 03103

TEL: 603-888-1111

BOARD OF DIRECTORS

Douglas Bailey
Board Secretary

Carolyn Benedict-Drew
Director

Cornel Catuna
Director

Brendan Coughlin
Director

Zoltan Csimma
Director

Georges Gemayel
Director

William Gillett
Board Chairperson

Monica Grewal
Director

Taiess Haghighat
Director

Karen Hammond
Director

Rushna Tejani Heneghan
Director

Rita McDonough
Treasurer (non-voting)

Beth Murphy
Director

David Sullivan
Director

Jeroen Van Paassen
Director



INTERNATIONAL INSTITUTE
OF NEW ENGLAND

BOSTON

100 Mt. Vernon
Boston, MA 02122

Tel: 617-552-1100

LOWELL

100 Mt. Vernon, Street
Lowell, MA 01854

Tel: 978-455-1100

NEW HAMPSHIRE

100 Mt. Vernon
Manchester, NH 03103

Tel: 603-888-1100

MISSION STATEMENT

The International Institute of New England is a 501(c) 3 non-profit organization based in Boston, Massachusetts, with site offices located in Boston, Lowell, and Manchester, New Hampshire. The Institute's mission is to help refugees and immigrants become active participants in the social, political, and economic richness of American life.

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Servcies Program

Budget Request for: NH Refugee Social Services Program / Year 1 budget
(Name of RFP)

Budget Period: October 1, 2014 - September 30, 2015

| | | | | | | |
|---|----|------------|----|-----------|----|------------|
| 1. Total Salary/Wages | \$ | 84,615.00 | \$ | - | \$ | 84,615.00 |
| 2. Employee Benefits | \$ | 19,461.45 | \$ | - | \$ | 19,461.45 |
| 3. Consultants | \$ | 3,000.00 | \$ | - | \$ | 3,000.00 |
| 4. Equipment: | \$ | - | \$ | - | \$ | - |
| Rental | \$ | 3,000.00 | \$ | - | \$ | 3,000.00 |
| Repair and Maintenance | \$ | - | \$ | - | \$ | - |
| Purchase/Depreciation | \$ | - | \$ | - | \$ | - |
| 5. Supplies: | \$ | - | \$ | - | \$ | - |
| Educational | \$ | - | \$ | - | \$ | - |
| Lab | \$ | - | \$ | - | \$ | - |
| Pharmacy | \$ | - | \$ | - | \$ | - |
| Medical | \$ | - | \$ | - | \$ | - |
| Office | \$ | 2,000.00 | \$ | - | \$ | 2,000.00 |
| 6. Travel | \$ | 1,800.00 | \$ | - | \$ | 1,800.00 |
| 7. Occupancy | \$ | 15,000.00 | \$ | - | \$ | 15,000.00 |
| 8. Current Expenses | \$ | - | \$ | - | \$ | - |
| Telephone | \$ | 4,500.00 | \$ | - | \$ | 4,500.00 |
| Postage | \$ | - | \$ | - | \$ | - |
| Subscriptions | \$ | - | \$ | - | \$ | - |
| Audit and Legal | \$ | - | \$ | - | \$ | - |
| Vehicle Expenses | \$ | 9,000.00 | \$ | - | \$ | 9,000.00 |
| Board Expenses | \$ | - | \$ | - | \$ | - |
| 9. Software | \$ | - | \$ | - | \$ | - |
| 10. Marketing/Communications | \$ | - | \$ | - | \$ | - |
| 11. Staff Education and Training | \$ | - | \$ | - | \$ | - |
| 12. Subcontracts/Agreements | \$ | - | \$ | - | \$ | - |
| 13. Other (specific details mandatory): | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| Sub-Total Direct Costs | \$ | 142,376.45 | \$ | - | \$ | 142,376.45 |
| 14. Indirect Costs (not to exceed 15%) | \$ | 21,356.47 | \$ | 13,098.63 | \$ | 34,455.10 |
| TOTAL | \$ | 163,732.92 | \$ | 13,098.63 | \$ | 176,831.55 |

CRD
8/20/2014

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Services Program

Budget Request for: NH Refugee Social Services Program / Year 1 budget
(Name of RFP)

Budget Period: October 1, 2014 - June 30, 2015

| Line Item | SFY15 | | Total |
|---|-------------------------|-------------|---------------|
| | Program Funds Requested | Other Funds | |
| 1. Total Salary/Wages | \$ 60,005.00 | \$ - | \$ 60,005.00 |
| 2. Employee Benefits | \$ 13,801.00 | \$ - | \$ 13,801.00 |
| 3. Consultants | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 4. Equipment: | \$ - | \$ - | \$ - |
| Rental | \$ 2,250.00 | \$ - | \$ 2,250.00 |
| Repair and Maintenance | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - |
| Office | \$ 920.00 | \$ - | \$ 920.00 |
| 6. Travel | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 7. Occupancy | \$ 11,250.00 | \$ - | \$ 11,250.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - |
| Telephone | \$ 3,225.00 | \$ - | \$ 3,225.00 |
| Postage | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - |
| Vehicle Expenses | \$ 3,375.00 | \$ - | \$ 3,375.00 |
| Board Expenses | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| Sub-Total Direct Costs | \$ 97,826.00 | \$ - | \$ 97,826.00 |
| 14. Indirect Costs (not to exceed 15%) | \$ 14,674.00 | \$ 9,000.00 | \$ 23,674.00 |
| TOTAL | \$ 112,500.00 | \$ 9,000.00 | \$ 121,500.00 |

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Services Program

Budget Request for: NH Refugee Social Services Program / Year 1 budget
(Name of RFP)

Budget Period: July 1, 2015 - September 30, 2015

| Line Item | SFY15 | | Total |
|---|-------------------------|-------------|--------------|
| | Program Funds Requested | Other Funds | |
| 1. Total Salary/Wages | \$ 20,002.00 | \$ - | \$ 20,002.00 |
| 2. Employee Benefits | \$ 4,601.00 | \$ - | \$ 4,601.00 |
| 3. Consultants | \$ 500.00 | \$ - | \$ 500.00 |
| 4. Equipment: | \$ - | \$ - | \$ - |
| Rental | \$ 750.00 | \$ - | \$ 750.00 |
| Repair and Maintenance | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - |
| Office | \$ 306.00 | \$ - | \$ 306.00 |
| 6. Travel | \$ 500.00 | \$ - | \$ 500.00 |
| 7. Occupancy | \$ 3,750.00 | \$ - | \$ 3,750.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - |
| Telephone | \$ 1,075.00 | \$ - | \$ 1,075.00 |
| Postage | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - |
| Vehicle Expenses | \$ 1,125.00 | \$ - | \$ 1,125.00 |
| Board Expenses | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| Sub-Total Direct Costs | \$ 32,609.00 | \$ - | \$ 32,609.00 |
| 14. Indirect Costs (not to exceed 15%) | \$ 4,891.00 | \$ 3,000.00 | \$ 7,891.00 |
| TOTAL | \$ 37,500.00 | \$ 3,000.00 | \$ 40,500.00 |

CJD
8/26/2014

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Services Program

Budget Request for: NH Refugee Social Services Program / Year 2 budget
(Name of RFP)

Budget Period: October 1, 2015 - September 30, 2016

| | | | | | | |
|---|----|------------|----|-----------|----|------------|
| 1. Total Salary/Wages | \$ | 87,143.00 | \$ | - | \$ | 87,143.00 |
| 2. Employee Benefits | \$ | 20,042.89 | \$ | - | \$ | 20,042.89 |
| 3. Consultants | \$ | 3,000.00 | \$ | - | \$ | 3,000.00 |
| 4. Equipment: | \$ | - | \$ | - | \$ | - |
| Rental | \$ | 3,000.00 | \$ | - | \$ | 3,000.00 |
| Repair and Maintenance | \$ | - | \$ | - | \$ | - |
| Purchase/Depreciation | \$ | - | \$ | - | \$ | - |
| 5. Supplies: | \$ | - | \$ | - | \$ | - |
| Educational | \$ | - | \$ | - | \$ | - |
| Lab | \$ | - | \$ | - | \$ | - |
| Pharmacy | \$ | - | \$ | - | \$ | - |
| Medical | \$ | - | \$ | - | \$ | - |
| Office | \$ | 2,000.00 | \$ | - | \$ | 2,000.00 |
| 6. Travel | \$ | 1,800.00 | \$ | - | \$ | 1,800.00 |
| 7. Occupancy | \$ | 15,000.00 | \$ | - | \$ | 15,000.00 |
| 8. Current Expenses | \$ | - | \$ | - | \$ | - |
| Telephone | \$ | 4,500.00 | \$ | - | \$ | 4,500.00 |
| Postage | \$ | - | \$ | - | \$ | - |
| Subscriptions | \$ | - | \$ | - | \$ | - |
| Audit and Legal | \$ | - | \$ | - | \$ | - |
| Vehicle Expenses | \$ | 9,000.00 | \$ | - | \$ | 9,000.00 |
| Board Expenses | \$ | - | \$ | - | \$ | - |
| 9. Software | \$ | - | \$ | - | \$ | - |
| 10. Marketing/Communications | \$ | - | \$ | - | \$ | - |
| 11. Staff Education and Training | \$ | - | \$ | - | \$ | - |
| 12. Subcontracts/Agreements | \$ | - | \$ | - | \$ | - |
| 13. Other (specific details mandatory): | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| | \$ | - | \$ | - | \$ | - |
| Sub-Total Direct Costs | \$ | 145,485.89 | \$ | - | \$ | 145,485.89 |
| 14. Indirect Costs (not to exceed 15%) | \$ | 21,822.88 | \$ | 13,384.71 | \$ | 35,207.59 |
| TOTAL | \$ | 167,308.77 | \$ | 13,384.71 | \$ | 180,693.48 |

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Services Program

Budget Request for: NH Refugee Social Services Program / Year 2 budget
(Name of RFP)

Budget Period: October 1, 2015 - June 30, 2016

| Line Item | SFY15 | | Total |
|---|-------------------------|-------------|---------------|
| | Program Funds Requested | Other Funds | |
| 1. Total Salary/Wages | \$ 60,005.00 | \$ - | \$ 60,005.00 |
| 2. Employee Benefits | \$ 13,801.00 | \$ - | \$ 13,801.00 |
| 3. Consultants | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 4. Equipment: | \$ - | \$ - | \$ - |
| Rental | \$ 2,250.00 | \$ - | \$ 2,250.00 |
| Repair and Maintenance | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - |
| Office | \$ 920.00 | \$ - | \$ 920.00 |
| 6. Travel | \$ 1,500.00 | \$ - | \$ 1,500.00 |
| 7. Occupancy | \$ 11,250.00 | \$ - | \$ 11,250.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - |
| Telephone | \$ 3,225.00 | \$ - | \$ 3,225.00 |
| Postage | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - |
| Vehicle Expenses | \$ 3,375.00 | \$ - | \$ 3,375.00 |
| Board Expenses | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| Sub-Total Direct Costs | \$ 97,826.00 | \$ - | \$ 97,826.00 |
| 14. Indirect Costs (not to exceed 15%) | \$ 14,674.00 | \$ 9,000.00 | \$ 23,674.00 |
| TOTAL | \$ 112,500.00 | \$ 9,000.00 | \$ 121,500.00 |

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

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

International Institute of New Hampshire / NH Refugee
Bidder/Program Name: Social Services Program

Budget Request for: NH Refugee Social Services Program / Year 2 budget
(Name of RFP)

Budget Period: July 1, 2016 - September 30, 2016

| Line Item | SFY15 | | Total |
|---|-------------------------|-------------|--------------|
| | Program Funds Requested | Other Funds | |
| 1. Total Salary/Wages | \$ 20,002.00 | \$ - | \$ 20,002.00 |
| 2. Employee Benefits | \$ 4,601.00 | \$ - | \$ 4,601.00 |
| 3. Consultants | \$ 500.00 | \$ - | \$ 500.00 |
| 4. Equipment: | \$ - | \$ - | \$ - |
| Rental | \$ 750.00 | \$ - | \$ 750.00 |
| Repair and Maintenance | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - |
| Office | \$ 306.00 | \$ - | \$ 306.00 |
| 6. Travel | \$ 500.00 | \$ - | \$ 500.00 |
| 7. Occupancy | \$ 3,750.00 | \$ - | \$ 3,750.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - |
| Telephone | \$ 1,075.00 | \$ - | \$ 1,075.00 |
| Postage | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - |
| Vehicle Expenses | \$ 1,125.00 | \$ - | \$ 1,125.00 |
| Board Expenses | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - |
| Sub-Total Direct Costs | \$ 32,609.00 | \$ - | \$ 32,609.00 |
| 14. Indirect Costs (not to exceed 15%) | \$ 4,891.00 | \$ 3,000.00 | \$ 7,891.00 |
| TOTAL | \$ 37,500.00 | \$ 3,000.00 | \$ 40,500.00 |

CFD
8/26/2014

Amadou Hamady
Dover, NH

EDUCATION

Master of Social Work (MSW)

University of New Hampshire, Durham

Bachelor Degree (BS) in Business Administration

Faculty of Science and Economic, Nouakchott- Mauritania

Fluent in French, Arabic, Fulani and Wolof

Qualifications

Staff and Organizational Management

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

Program Management

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

Financial Management

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

Other Skills

- Day to day social service operations, encompassing skills and responsibilities for supporting a broad scope of cultural and educational programs, including information to health care providers, schools, after school programs, colleges/universities as it relates to serving refugee/immigrant students and their families in Manchester, NH.
- Experience with coordinating language interpretation services, in addition to making referrals and appointment related to accessing schools and other social services programs
- Provide support and information on college/university admissions and referral services to prospective minority student applicants to colleges
- Organize and coordinate field trips for newcomer students to local college fairs and conventions

- Collaborating with ELL teachers, guidance counselors, nurses, school psychologists and other school administrators on social, emotional and academic well-being of minority students
- Effective organizational, interpersonal and communication skills, strong leadership abilities and motivational management skills, successful project coordinator; collaborative project management; familiarity with Windows 95/98/XP/Vista, MS-Word, Excel, PowerPoint, outlook and Data Entry.

Employment History

International Institute of New England Manchester, NH

2010 – Present

Director

August 21 - Present

Refugee School Impact Program Coordinator

October 2010-August 2013

- Provide social, emotional, psychological, adjustment, cultural and academic services to more than 300 refugee/immigrant students (K1-12) and their families
- Run an after school program that provides services such as homework help, literacy skills, college access workshops, Art, parent empowerment, and leadership skills to refugee/immigrant students (k1-12) and their families
- Serve as parent liaison between schools, community agency providers and refugee/immigrant families

Saint Anselm College, Manchester, NH, 2010 – May 2013

Part-time Program Coordinator for the Humanities after -School Program

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

Manchester School District, Webster Elementary School

September – Mars, 2010: Paraprofessional

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

MSW Intern, 2009-2010

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

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

MSW Intern, 2008-2009

Frannie Peabody Center, Portland, Maine

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

MSW intern, 2006- 2007

Lutheran Social Services of Northern New England, Concord, NH

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

Research Experience/Professional Development

University of New Hampshire, Durham, NH

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

Carsey Institute, University of New Hampshire, May 31-June 11, 2010

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

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

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

Awards:

- **Saint Anselm College 2011 pioneer in Service Award**, in recognition of outstanding efforts made to link refugee youth to Humanities and community.
- **2013 Campus Compact University President's Community Partner Award** from the University of NH and the NH Southern University-
- USCRI Certified MG and R&P 2014

PUSPA MAN JOSHI

Nashua, NH

RELEVANT EXPERIENCE

Case Manager/ Health Care Coordinator

June 2013– Present

International Institute of New Hampshire, Manchester

- Ensures refugee clients are able to access a full range of health care services and referrals.
- Coordinate and track the medical appointments, transportation and interpreter needs for clients, utilizing interdepartmental and system-wide databases Provide newly arrived refugees with health orientations and offer relevant educational opportunities
- Advocate and assist clients with immediate and long term medical issues
- Maintains a current technical knowledge and seeks educational opportunities to enhance skills and practice.
- Collaborates with community stake-holders to ensure each refugee has culturally and linguistically appropriate access to healthcare services and education.
- Offers intercultural communication and Nepali language skills to effectively meet the needs of clients.

Case Manager

August 2011 – May 2013

International Institute of New England, Manchester, NH,

- Provided essential interpretation services to Bhutanese refugees Guaranteed that clients received support and information about community resources which enable self-sufficiency.
- Ensured the timely delivery of services and fulfillment of requirements outlined in the Cooperative Agreements and Guidelines
- Conducted home safety inspections and community orientations. Assisted clients with applications for services like medical and food assistance.

Enrollment Coordinator

April 2011 – July 2011

International Institute of New Hampshire, Manchester, NH

- Assisted clients to enroll children in appropriate school. Enroll school age children
- Love to work with refugees and immigrants and enjoy helping them
- Provided literacy education.

Case Worker 2011

December 2009 – March

ABLE Network, Inc., Manchester, NH

- Assisted resettlement staff at International Institute of New England in NH.
- Utilized Nepali language skills offering translation services to Bhutanese refugees.
- Worked closely with School Impact Program to provide refugee families with school orientation and enrollment.

ADDITIONAL EXPERIENCE

▪ **Engineering Technician**

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

May 2009 – October 2009

▪ **Data Processor**

CitiBank, San Antonio, Texas

March 2008 – July 2008

▪ **Senior Structural Engineer**

South Texas Engineering, San Antonio, TX

June 2006 – November 2007

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

The Ohio State University, Columbus, Ohio

May 2002 – May 2006

EDUCATION

- **Ph.D., City and Regional Planning**
Ohio State University
- **Master of City and Regional Planning, Department of Civil Engineering**
Ohio State University
- **M.S., Transportation Engineering, Department of Civil Engineering**
Ohio State University
- **B.E., Highway and Bridge Engineering**
Tungchi University, Shanghai, China
- **B. Ed., Math and English**
Institute of Education, Kirtipur Nepal
- **B.A., Math and Nepali language**
Tribhuvan University, Nepal
- **Diploma in Chinese Language**
Peking Language Institute
- **Culture Smart Medical Interpreter Training**
56 Hours

LANGUAGES

- Speak and write fluent Nepali, English and Newari (Degree)
- Speak fluent Chinese (Diploma).
- Courses in Spanish and Russian.
- 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.
- Operated free Nepali language class for children of Nepali descendants.
- Completed medical interpreter training from Language Bank

SKILLS SUMMARY

- Worked with refugees for their medical appointments, referrals and interpretation service.
- Conducted health orientations. Attended health conferences and seminars.
- Worked with refugees from different countries (Bhutan, Iraq, Democratic Republic of Congo, and Sudan) to enroll their children into the schools and 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.
- 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.
- Coached the table tennis team at the Ohio State University as an assistant coach.

Daniel Attorri

Bow, NH

Education

- Muhlenberg College, Bachelor of Arts in International Studies with a Spanish Minor** 2012
- Cum Laude, 3.6 GPA, Dean's List for 5 Semesters
 - Tutored Muhlenberg students (including international students) in Spanish and International Studies courses
 - Interpreter training and experience
- Center for Cross-Cultural Study, Seville, Spain** 2010
- Attended five immersion program courses in Spanish language, literature, history and culture
 - **English Tutor** - Instructed two Spanish children (ages 10 and 12)

Languages: English and Spanish

Work Experience

- International Institute of New Hampshire, Manchester, NH** February 2014-present
- Case Manager**
- Secure and help furnish affordable housing for newly-arrived refugees, assist with utility accounts
 - Refer clients to local providers for health and public services (DHHS, WIC, Food Stamps, Fuel Assistance, etc)
 - Prepare documents and attend appointments with clients as needed
 - Provide cultural and community orientation, monitor client progress through resettlement period
 - Maintain client case notes and files
- Workplace Success (Community Action Program/Southern NH Services), Concord, NH** Feb. 2013-February 2014
- LEP Coordinator and Community Job Specialist/Floater**
- Facilitate daily classroom and volunteer activities for limited-English proficient clients (generally refugees)
 - Assist clients with creating resumes, cover letters and participation in workplace skills training
 - Network with employers in the community to place clients in Work Experience Programs or On-the-Job Training
 - Report client and program progress and attendance to NHEP employment counselors
 - Serve as a substitute coordinator and community job specialist on a per diem, short-term or long-term basis
 - Network with local refugee resettlement and resource agencies
- International Institute of New Hampshire, Manchester, NH** November 2013-February 2013
- Case Management Intern**
- Assist refugee case managers by searching for apartments, setting up utility accounts and conducting home-visits
 - Prepare paperwork for social security and other public service appointments and attend appointments with clients
 - Maintain and file records regarding refugee information, perform other administrative duties
- Concord Monitor, Concord, NH** September 2013-present
- Part-time Sports Assistant**
- Gather information on high school sporting events through correspondence with coaches
 - Write articles on sporting events and layout pages of sports section utilizing basic newspaper software
 - Attend and report on high school sports events as assigned and perform other duties as assigned by sports editor
- Pathways (Lehigh County Conference of Churches), Allentown, PA** September 2011-April 2012
- Volunteer Intake and Referral Worker/Interpreter**
- Work with English and Spanish speaking clients seeking home rental assistance
 - Write referrals to partner organizations (shelters, food banks, etc.) and provide donated supplies to clients
- Wanakee United Methodist Center, Meredith, NH** May 2010-August 2012
- Program Director & Assistant Program Director (Seasonal)**
- Supervise and manage 20-25 peer staff, volunteer staff, and 40-100 campers (up to 140 total people) per week
 - Plan and run staff training, prepare volunteer background checks and run volunteer training
 - Prepare emergency action plans and crisis management
 - Schedule and plan all camp events with directors, including staff assignments and off-site trip preparation

Vanessa Rashid

Summary

Accomplished ESL teacher with extensive experience in developing curriculum for English language and cultural classes. Exceptional background in designing meaningful and effective coursework that engages students and expedites learning specifically in the areas of reading and writing.

Highlights

NH Certified ESL Instructor
Program developer
Certified examiner for IELTS
English language proficiency test

Creative learning strategies
Knowledge of refugee and
immigrant experience
Proficient speaker of Italian

Accomplishments

Collaborated with department and faculty members to design a year-round standard-based curriculum.
Implemented a creative art/literacy writing curriculum to reach across all language levels for student success.
Coordinated with school leadership team to develop and implement school-wide goals for improvement.

Experience

- 12/2013-Present** International Institute of NH – Manchester, NH
ESL Coordinator
Assessed and enrolled newly arrived refugees and immigrants for adult ESL day and evening program. Coordinated and advertised for enrollment in citizenship program. Supervised staff of four highly qualified ESL educators. Expanded ESL curriculum to include English language, workplace and computer literacy. Provided outreach to community members to engage partnerships with our program. Advised and exposed students to community resources and employment programs.
- 11/2011-11/2013** ESL-Plymouth State University – Plymouth, NH
IELTS Examiner
Performed and rated speaking portion of international English language tests for language learners. Rated written portion of language tests. Maintained professional approach while creating comfortable environment for testing.

08/1999-06/2013 Manchester School District – Manchester, NH

ESL Educator

Employed kinesthetic, visual, and auditory approaches to make lessons interesting and interactive. Taught English language skills to students from kindergarten age through adulthood. Organized supplementary materials in English for all students. Integrated technology as an instructional tool, including the Smartboard. Attended professional development workshops focused on learning goals and classroom management. Conducted small group and individual classroom activities based on differentiated learning needs.

09/2000-12/2003 Manchester Community College – Manchester, NH

ESL Adjunct Instructor

Taught lessons encompassing a range of skill-building activities for speaking, reading, writing, and listening. Created daily lesson plans for multi-level adult ESL classes.

01/1997-08/1999 International Institute of NH – Manchester, NH

Refugee Resettlement Coordinator

Performed essential services for newly arriving refugees including: housing, community orientations, medical appointments, school enrollments, clothing and food needs, as well as adult language class enrollment and employment services. Supervised multilingual and multi-cultural staff.

Education

1997

Notre Dame College – Manchester, NH, USA

Master of Education: TESOL

Coursework in English grammar, linguistics, and language development
NH State ELL instructor

1991

University of NH – Durham, NH, USA

Bachelor of Arts: Art History

Minor in Italian language

Graduated Magna Cum Laude

Completed a year of intensive art and language study in Italy

ERION GJEROVENI
Manchester, NH

EDUCATION

1. **Master 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

EXPERIENCE

1. **International Institute of New Hampshire Senior Employment Specialist**
February 2013 –Present

- ❖ Delivers group and one-on-one employment counseling to IINE participants and conducts presentations at orientation sessions to inform IINE participants of program benefits and responsibilities
- ❖ Classifies clients to MG or RCA program
- ❖ Suggest and monitors expenditures of funds for appropriate training and support services that support the employability plan.
- ❖ Maintains the confidentiality of clients and staff in accordance with IINE policy and procedure.
- ❖ Develops and maintains relationships with employers, service providers, educational institutions and community organizations to coordinate services to clients, develop employment opportunities, maximize available resources and promote community understanding
- ❖ Work collaboratively with other team members in the delivery of employment, training, barrier resolution, education, job preparation and support services while supporting the goals, objectives and team concept of IINE
- ❖ Documents and maintains accurate case notes and individual case records, automated case management system to track individual progress and comply with state and federal regulations and policies.

- ❖ Maintain close communication and coordination of case management with IINE contractor staff, particularly the Work Development Success Program

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

TECHNICAL SKILLS

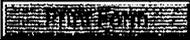
- ❖ Microsoft Word
- ❖ Microsoft Excel
- ❖ Microsoft Power Point
- ❖ Internet Explorer

INTERCULTURAL

- ❖ Languages: Albanian and Italian

REFERENCE

Available upon request



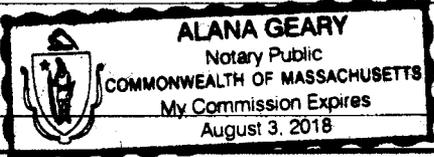
Subject: Ascentria Community Services, Inc-Refugee Social Services FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|--|--|
| 1.1 State Agency Name <u>Department of Health and Human Services</u> | | 1.2 State Agency Address <u>97 Pleasant Street, Thayer Building, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>Ascentria Community Services, Inc.</u> | | 1.4 Contractor Address <u>261 Sheep-Davis Road, Concord, NH 03301</u> | |
| 1.5 Contractor Phone Number <u>(603) 224-8111</u> | 1.6 Account Number <u>010-042-7922000042200013</u> | 1.7 Completion Date <u>September 30, 2016</u> | 1.8 Price Limitation <u>\$300,000</u> |
| 1.9 Contracting Officer for State Agency <u>Barbara Seebart, Refugee Coordinator</u> | | 1.10 State Agency Telephone Number <u>(603) 271-8557</u> | |
| 1.11 Contractor Signature <u>Dana W Ramish</u> | | 1.12 Name and Title of Contractor Signatory <u>Dana Ramish, Chief Operating Officer</u> | |
| 1.13 Acknowledgement: State of <u>MA</u> , County of <u>Worcester</u> On <u>9/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <u>Alana Geary</u> [Seal] | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Alana Geary, Notary Public</u> | | | |
| 1.14 State Agency Signature <u>[Signature]</u> | | 1.15 Name and Title of State Agency Signatory <u>Trinidad Tellez, Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Mulvaney</u> Director, On: <u>10/2/14</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Meghan A. Yule</u> Attorney On: <u>9/24/14</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

Contractor Initials DW2
Date 9.9.14

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.

Ascentria Community Services, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

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

2. SCOPE OF SERVICES

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

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

- 2.1 Develop relationships with 10 new employers.
- 2.2 Maintain relationships with 100% of current employers.
- 2.3 Conduct employment assessments for 122 of employable refugees.

Contractor Initials

DWR

Date 9-9-14

- 2.4 Conduct American workplace orientation for 122 refugees.
- 2.5 Develop employability plans for 122 refugees.
- 2.6 Assist 100% of refugees to complete resumes and at least five applications.
- 2.7 Schedule and arrange at least one job interview for 100% of eligible refugees.
- 2.8 Assist placed refugees with job maintenance to include follow-up at 2 weeks and 90 days.
- 2.9 Assist 90% of refugees with removal of barriers to employment such as childcare and transportation.
- 2.10 Make appropriate referrals to ESOL, vocational training and other work-related training for 100% of eligible refugees.
- 2.11 Develop additional Vocational English courses based on labor market research of growth industries.
- 2.12 Work with targeted employers to incorporate their feedback into vocational English curricula.
- 2.13 Work with targeted employer to arrange a minimum of five on-site internships.
- 2.14 Recruit and assess suitability of 50 clients for participation in internships.
- 2.15 Conduct five vocational English trainings in targeted refugee communities.
- 2.16 Maintain attendance, progress placement reports and other course statistics for 100% of participants.
- 2.17 Provide orientation to the American health care system to 100% of new arrivals.
- 2.18 Make appropriate referrals to resolve refugee health issues.
- 2.19 Assist with arranging interpreter services for health appointments, as needed.

Contractor Initials DWL
Date 9.9.14

- 2.20 Arrange or provide transportation to health care appointments for new arrivals.
- 2.21 Provide orientation to the American health care system to 100% of new arrivals.
- 2.22 Make appropriate referrals to resolve refugee health issues.
- 2.23 Assist with arranging interpreter services for health appointments, as needed.
- 2.24 Facilitate access to Child Health Insurance Program (CHIP).
- 2.25 Facilitate health screenings for 100% of new arrivals.
- 2.26 Provide collateral and direct interpreter services to new arrivals and service providers, as needed.
- 2.27 Assist in the resolution of housing problems.
- 2.28 Help 100% of new arrivals access mainstream services such as fuel Assistance, subsidized day care, subsidized housing and educational services.
- 2.29 Help in meeting 100% of new arrivals' transportation needs by: training to use public transportation when available, assisting in obtaining the driver's license or purchasing cars privately.
- 2.31 The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or service, within 10 days of the contract effective date.

3. Reporting

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

Contractor Initials DWR
Date 9.9.14

Ascentria Community Services, Inc.

EXHIBIT B

Method and Conditions Precedent to Payment

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

The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor Pursuant to Exhibit A, Scope of Services.

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

Contractor Initials DWZ
Date 9-7-14



SPECIAL PROVISIONS

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

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

DML

9-9-14



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

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

Dul

9.9.14



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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 DW
Date 9.9.14

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.

4. Notwithstanding paragraph 18 of the P-37, an amendment 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.

Contractor Initials DWL
Date 9.9.14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Kamish
Name: Dana Kamish
Title: Chief Operating Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascentria Community Services, Inc

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



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

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

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

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

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

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

DWR

9.9.14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



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

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

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

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

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

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

Deer

9.9.14

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

DWR

Date

9.9.14



Exhibit I

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

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

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

Due



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

DWR



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

DWL

Date

9.9.14



Exhibit I

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

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

NH DHHS
The State

[Signature]
Signature of Authorized Representative

Trinidad Tellez
Name of Authorized Representative

Director
Title of Authorized Representative

9/17/14
Date

Ascentria Community Services, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Dana Ramish
Name of Authorized Representative

Chief Operating Officer
Title of Authorized Representative

9-9-14
Date



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

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

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

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

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

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

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

Contractor Name: Ascentria Community Services, Inc.

9-9-14
Date

Dana Ramish
Name: Dana Ramish
Title: Chief Operating Officer



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lutheran Community Services, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on June 13, 2011. Further, that the name changed from Lutheran Community Services, Inc. to Ascentria Community Services, Inc. on September 15, 2014. 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 15th day of September, A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Vote

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

- (1) I am the duly elected and acting Clerk of Ascentria Community Services, Inc., a Massachusetts corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of a resolution adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held via mail vote on or about the 21st of July, 2014 which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation:

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

The foregoing resolutions remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Corporation and have affixed its corporate seal this 9th day of September, 2014

Alana Geary
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 9 day of Sept, 2014, before me, Deborah Cistoldi, the

undersigned officer, personally appeared Maria Feary who acknowledge

her/himself to be the Clerk, of Neetria Community

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

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

of the corporation by her/himself as clerk.

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

Deborah Cistoldi
Notary Public/Justice of the Peace

My Commission expires _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2014

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

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

| PRODUCER Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): (866) 597-9827 | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|-------|--|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Ascentria Community Services, Inc. 261 Sheep Davis Rd. #A-1 Concord, NH 03301 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Co.</td> <td>23043</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Indemnity Insurance Company | 18058 | INSURER B : Liberty Mutual Insurance Co. | 23043 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Philadelphia Indemnity Insurance Company | 18058 | | | | | | | | | | | | | | |
| INSURER B : Liberty Mutual Insurance Co. | 23043 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 8156521
REVISION NUMBER: See below

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | PHPK1080697 | 10/01/2013 | 10/01/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Human Services Prof Liab \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB435985 | 10/01/2013 | 10/01/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WCS-31S-392005-013 (NH & | 10/01/2013 | 10/01/2014 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Proof of Insurance

CERTIFICATE HOLDER

 NH Office of Minority Health and Refugee Affairs
 97 Pleasant Street
 DHHS, Thayer Building
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

(This certificate replaces certificate# 8122133 issued on 9/4/2014)

**Organization's
Audited
Financial
Statements**

LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2013

**LUTHERAN COMMUNITY SERVICES, INC.
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2013**

| | |
|--|----------|
| INDEPENDENT AUDITORS' REPORT | 1 |
| CONSOLIDATED FINANCIAL STATEMENTS | |
| CONSOLIDATED STATEMENT OF FINANCIAL POSITION | 3 |
| CONSOLIDATED STATEMENT OF ACTIVITIES | 5 |
| CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS | 6 |
| CONSOLIDATED STATEMENT OF CASH FLOWS | 7 |
| CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES | 8 |
| NOTES TO CONSOLIDATED FINANCIAL STATEMENTS | 9 |



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Lutheran Community Services, Inc., which comprise the consolidated statement of financial position as of June 30, 2013, and the related consolidated statements of activities, changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Board of Directors
Lutheran Community Services, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Lutheran Community Services, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



CliftonLarsonAllen LLP

Quincy, Massachusetts
November 25, 2013

**LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2013**

ASSETS

CURRENT ASSETS

| | |
|--|------------|
| Cash and Cash Equivalents | \$ 538,703 |
| Accounts Receivable, (Net of Estimated Uncollectible Accounts) | 3,519,247 |
| Prepaid Expenses | 152,080 |
| Total Current Assets | 4,210,030 |

ASSETS LIMITED AS TO USE

| | |
|--|---------|
| Beneficial Interest in Net Assets of Affiliate | 619,241 |
|--|---------|

PROPERTY AND EQUIPMENT

| | |
|------------------------------------|-----------|
| Land | 110,992 |
| Building | 706,291 |
| Building Improvements | 463,581 |
| Leasehold Improvements | 1,113,681 |
| Furniture and Equipment | 232,050 |
| Vehicles | 233,128 |
| Equipment Held Under Capital Lease | 427,911 |
| Computer Equipment and Software | 83,795 |
| Total | 3,371,429 |
| Less: Accumulated Depreciation | 1,772,396 |
| Total Property and Equipment, Net | 1,599,033 |

DUE FROM RELATED PARTIES

635,124

OTHER ASSETS

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

| | |
|--------------|--------------|
| Total Assets | \$ 7,103,720 |
|--------------|--------------|

See accompanying Notes to Financial Statements.

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|-------------------------------------|----------------|
| Long-Term Debt - Current Maturities | \$ 70,614 |
| Accounts Payable | 702,376 |
| Accrued Expenses | 1,163,059 |
| Deferred Revenue | 255,352 |
| Due to the State of Maine | 295,600 |
| Due to Third Party | <u>261,871</u> |
| Total Current Liabilities | 2,748,872 |

LONG-TERM DEBT, Net of Current Maturities 1,025,652

DUE TO RELATED PARTIES 431,585

Total Liabilities 4,206,109

NET ASSETS

| | |
|------------------------|------------------|
| Unrestricted | 2,221,483 |
| Temporarily Restricted | <u>676,128</u> |
| Total Net Assets | <u>2,897,611</u> |

Total Liabilities and Net Assets \$ 7,103,720

**LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2013**

**UNRESTRICTED NET ASSETS
REVENUE**

| | |
|-------------------------------|-------------------|
| Program Service Revenue | |
| Public Sources | \$ 32,204,746 |
| Private Sources | <u>3,507,415</u> |
| Total Program Service Revenue | <u>35,712,161</u> |

OTHER INCOME

| | |
|--|----------------|
| Net Assets Released from Restriction Used for Operations | 202,486 |
| Donations in Kind | 6,500 |
| Other Income | <u>125,265</u> |
| Total Other Income | <u>334,251</u> |

Total Revenue 36,046,412

EXPENSES

| | |
|---------------------------------|-------------------|
| Salaries and Wages | 17,083,488 |
| Employee Benefits | 3,319,094 |
| Program Expenses | 7,242,706 |
| Professional Fees | 192,574 |
| Occupancy Costs | 1,419,769 |
| Operating Supplies and Expenses | 1,535,283 |
| Impairment Loss | 998,971 |
| Administrative Costs | 3,614,453 |
| Travel Expenses | 791,914 |
| Custodial Fee | 22,004 |
| Depreciation and Amortization | 265,802 |
| Bad Debt Expense | 80,185 |
| Interest | <u>76,536</u> |
| Total Expense | <u>36,842,779</u> |

OPERATING LOSS (596,367)

NONOPERATING ACTIVITY

| | |
|------------------------------|----------------|
| Gain on Sale of Fixed Assets | <u>159,667</u> |
| Total Nonoperating Gain | <u>159,667</u> |

DECREASE IN UNRESTRICTED NET ASSETS \$ (436,700)

See accompanying Notes to Financial Statements.

**LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED OF JUNE 30, 2013**

| | <u>UNRESTRICTED</u> | <u>TEMPORARILY RESTRICTED</u> | <u>TOTAL</u> |
|--|---------------------|-----------------------------------|---------------------|
| NET ASSETS AT JUNE 30, 2012 | \$ 2,658,183 | \$ 692,389 | \$ 3,350,572 |
| Decrease in Unrestricted Net Assets | (436,700) | - | (436,700) |
| Change in Beneficial Interest in Net Assets of Affiliate | - | 186,225 | 186,225 |
| Net Assets Released from Restrictions - Operations | - | (202,486) | (202,486) |
| Change in Net Assets | <u>(436,700)</u> | <u>(16,261)</u> | <u>(452,961)</u> |
| NET ASSETS AT JUNE 30, 2013 | <u>\$ 2,221,483</u> | <u>\$ 676,128</u> | <u>\$ 2,897,611</u> |

See accompanying Notes to Financial Statements.

**LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2013**

| | |
|--|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Change in Net Assets | \$ (452,961) |
| Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities: | |
| Depreciation and Amortization | 265,802 |
| Bad Debts | 80,185 |
| Change in Beneficial Interest in Net Assets of Affiliate | 1,998 |
| Gain on Sale of Fixed Assets | (159,667) |
| Impairment Loss | 998,971 |
| (Increase) Decrease in: | |
| Accounts Receivable | (422,036) |
| Prepaid Expenses | (34,396) |
| Increase (Decrease) in: | |
| Accounts Payable | (503,672) |
| Accrued Expenses | (108,848) |
| Deferred Revenue | (34,992) |
| Due to Third Party | 218,680 |
| Due to State of Maine | 27,491 |
| Net Cash Used by Operating Activities | <u>(123,445)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Purchases of Property and Equipment | (77,633) |
| Proceeds on Sale of Fixed Assets | 250,000 |
| Net Cash Provided by Investing Activities | <u>172,367</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Payments on Long-Term Debt | (82,840) |
| Advances to Related Organizations | (246,086) |
| Net Cash Used by Financing Activities | <u>(328,926)</u> |
| NET DECREASE IN CASH AND CASH EQUIVALENTS | (280,004) |
| Cash and Cash Equivalents - Beginning of Year | <u>818,707</u> |
| CASH AND CASH EQUIVALENTS - END OF YEAR | <u>\$ 538,703</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | |
| Cash Paid for Interest | <u>\$ 76,536</u> |

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2013

| | <u>Total</u> | <u>Program</u> | <u>Management and General</u> | <u>Fundraising</u> |
|--|----------------------|----------------------|-----------------------------------|--------------------|
| Salaries and Wages | \$ 17,083,488 | \$ 16,802,352 | \$ 281,136 | \$ - |
| Employee Benefits | 3,319,094 | 3,263,479 | 55,615 | - |
| Program Expenses | 7,242,706 | 7,221,184 | 21,522 | - |
| Professional Fees | 192,574 | 181,325 | 11,249 | - |
| Occupancy Costs | 1,419,769 | 1,287,565 | 132,204 | - |
| Operating Supplies and Expenses | 1,535,283 | 1,342,042 | 193,241 | - |
| Impairment Loss | 998,971 | - | 998,971 | - |
| Administrative Costs | 3,614,453 | - | 3,614,453 | - |
| Travel Expenses | 791,914 | 777,814 | 14,100 | - |
| Custodial Fee | 22,004 | - | - | 22,004 |
| Interest | 76,536 | 76,104 | 432 | - |
| Bad Debt Expense | 80,185 | 13,074 | 67,111 | - |
| Total Before Depreciation and Amortization | <u>36,376,977</u> | <u>30,964,939</u> | <u>5,390,034</u> | <u>22,004</u> |
| Depreciation and Amortization | <u>265,802</u> | <u>259,288</u> | <u>6,514</u> | <u>-</u> |
| Total Functional Expenses | <u>\$ 36,642,779</u> | <u>\$ 31,224,227</u> | <u>\$ 5,396,548</u> | <u>\$ 22,004</u> |

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lutheran Community Services, Inc. f/k/a Lutheran Community Services of Massachusetts, Inc. (LCS) and Lutheran Community Care, Inc. (LCC) (collectively the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. LCS transferred its "In Home Care" service line to LCC; LCS is the sole corporate member of LCC. Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of LCS.

The Organizations provide the following programs:

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

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

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

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

Program Service Revenue

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

Property and Equipment

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

An impairment loss shall be recognized only if the carrying amount of a long-lived asset is not recoverable and exceeds its fair value. Assets are assessed for impairment when management believes events or changes in circumstances indicate that its carrying amount may not be recoverable. Based on this assessment, assets that are considered impaired are written down to their fair value. Management has determined the carrying amount of real estate located in New Hampshire exceeds the fair value based on current market conditions. Impairment losses are recognized through a charge to operating expenses. As of June 30, 2013 management determined that the carrying value of the real estate exceeded its fair value and has recognized an impairment loss of approximately \$999,000.

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are non-interest bearing and have no fixed repayment terms, as detailed in Note 3, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organizations establish an allowance as an estimate of inherent risk in the Organizations' loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates. The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2013.

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

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

Related Party Loans Receivable (Continued)

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

Net Assets

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

Unrestricted Net Assets

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

Temporarily Restricted Net Assets

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

Permanently Restricted Net Assets

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

Recognition of Donor Restrictions

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

Donated Services

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

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$12,990 for the year ended June 30, 2013.

Use of Estimates

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

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

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

Functional Allocation of Expenses

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

Income Taxes

The Organizations are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes on related income pursuant to section 501(a) of the code. Should that status be challenged, in the future the LCS's 2010 through 2013 tax years are open for examination by federal and state taxing authorities and LCC's 2012 and 2013 tax year is open for examination by federal and state taxing authorities.

Deferred Revenue

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

Fair Value Measurements

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

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

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

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2013.

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

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

Subsequent Events

In preparing these financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through November 25, 2013, the date the financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Affiliate

The Organizations record beneficial interest in the assets of Lutheran Social Service of New England Foundation, Inc. (LSSNEF), a related party, for funds being held by LSSNEF on behalf of the Organizations.

NOTE 3 RELATED PARTY TRANSACTIONS

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

a) The Organizations are charged annually by LSSNE for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,600,000 for the year ended June 30, 2013. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, LSSNE is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.

b) In connection with soliciting and managing donations received, LSSNEF charged the Organizations a custodial fee. The custodial fee charged to operations was \$22,004 for the year ended June 30, 2013.

c) The Organizations rents office space and program vehicles from LSSNE under tenancy at will arrangements. The rent charged to operations for these arrangements amounted to approximately \$60,000 for the year ended June 30, 2013.

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

Due from Related Parties:

| | |
|---|------------|
| Lutheran Social Services of New England, Inc. | \$ 491,274 |
| Lutheran Home of Southbury, Inc. | 140,594 |
| Luther Ridge at Middletown, Inc. | 3,256 |
| Total | \$ 635,124 |

Due to Related Parties:

| | |
|--|------------|
| Lutheran Social Services of New England Foundation, Inc. | \$ 343,885 |
| Good News Garage, Inc. | 87,700 |
| Total | \$ 431,585 |

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by LSSNE. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations did not make contributions to the plan for the year ended June 30, 2013.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2013:

| | |
|--|---------------------|
| Accounts Receivable - Program Services | \$ 3,555,300 |
| Less: Allowance for Doubtful Accounts | <u>(36,053)</u> |
| Accounts Receivable, Net | <u>\$ 3,519,247</u> |

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire and Maine. At June 30, 2013 approximately 90% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year then ended.

Due from Related Parties

The Organizations extend unsecured credit to its affiliates. The balance due from affiliates totaled \$635,124 at June 30, 2013.

Beneficial Interest in Net Assets of Related Party

The Organizations unsecured gifts, held by a related party, amounted to \$619,241 at June 30, 2013.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,519,247 at June 30, 2013.

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$265,802 for the year ended June 30, 2013.

During November 2012, LCS deemed building assets with a net book value of approximately \$81,000 to be held for sale, at this time depreciation on these assets ceased. On February 6, 2013, the assets were sold and LCS recognized a gain on disposal. The gain of approximately \$159,000 is reflected under the caption "Gain on Sale of Fixed Assets" on the Statement of Activities for the year ended June 30, 2013.

NOTE 8 MAINE MEDICAID LIABILITY

LCS provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, LCS provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the State of Maine accepts the cost report. The amount of the estimated liability was approximately \$296,000 at June 30, 2013. Adjustments to these estimates are reflected on the Statement of Activities under the caption "Public Sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 CONTRIBUTED LEASED PROPERTY

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

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$55,500 as of June 30, 2013 and is reported in the caption "Building" in the Statement of Financial Position.

**LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013**

NOTE 10 LONG TERM DEBT

The Organizations are liable on long-term debt at June 30, 2013 as follows:

| | |
|--|----------------------------|
| <u>Description</u> | |
| <u>Note Payable</u> | |
| Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is the 30 year treasury bill rate plus 2 1/2% adjusted annually (7.1% at June 30, 2013). | \$ 321,059 |
| <u>Mortgages</u> | |
| 1st Mortgage payable to TD Bank in monthly principal and interest payments of \$3,558 maturing on December 17, 2014, with an interest rate of 5%, secured by all business assets. | 382,273 |
| Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by LCS at three locations, and guaranteed by LSSNE, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670. | 337,141 |
| <u>Capital Lease Obligations</u> | |
| LCS is obligated under various capital lease agreements for equipment and motor vehicles, expiring from 2014 through 2016, with a combined monthly payment of approximately \$3,400 with interest rates ranging from approximately 4% to 8%. | 55,793 |
| Total | <u>1,096,266</u> |
| Less: Current Maturities | <u>(70,614)</u> |
| Long-Term Debt, Net | <u><u>\$ 1,025,652</u></u> |

Following are current maturities for the next five years:

| <u>Year Ended June 30,</u> | <u>Current Maturities</u> |
|----------------------------|---------------------------|
| 2014 | \$ 70,614 |
| 2015 | 400,441 |
| 2016 | 18,525 |
| 2017 | 19,662 |
| 2018 | 21,114 |

Interest charged to operations for the above long-term debt amounted to \$76,536 for the year ended June 30, 2013.

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 11 DUE TO THIRD PARTY

The Organizations are reflecting an estimated liability in the amount of approximately \$262,000 at June 30, 2013. Approximately \$43,000 of this is due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005. The remaining amount of approximately \$219,000 is due to the State of New Hampshire for an advancement of Medicaid payments. Per the agreement with the state, the Organization will repay the liability in four equal installments. The liabilities are reflected on the Statement of Financial Position under the caption "Due to Third Party".

NOTE 12 OPERATING LEASES

The Organizations lease land, buildings, equipment and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to approximately \$923,000 for the year ended June 30, 2013.

Future minimum lease payments under these agreements are as follows:

| <u>Year Ended June 30,</u> | <u>Amount</u> |
|----------------------------|-------------------|
| 2014 | \$ 290,316 |
| 2015 | 222,188 |
| 2016 | 141,743 |
| 2017 | 63,666 |
| 2018 | 48,674 |
| Total | <u>\$ 766,587</u> |

NOTE 13 CONSTRUCTION IN PROGRESS

As of June 30, 2013, the Organizations capitalized \$30,000 for the deposit on database development to be placed into service in fiscal year 2014.

NOTE 14 CONTINGENCIES

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

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

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 14 CONTINGENCIES (CONTINUED)

LCS and LSSNE have entered into an equity sharing agreement related to two properties transferred from LSSNE to the LCS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to LSSNE. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001.

A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations. In addition, the Commonwealth of Massachusetts is currently conducting an audit of LSSNE and its subsidiaries. The Organizations have not received any communications from the auditors and cannot determine at this time if there would be a financial impact to the Organizations.

LCS was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on LCS's loss experience. In addition, LCS accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. LCS's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2013 there is an open asserted claim outstanding. There are potential additional costs related to this claim for which management cannot estimate, thus no provision has been recorded. The maximum amount of the additional claims considering the loss limitation is \$131,000. Management is unaware of any additional unasserted claims as of June 30, 2013, thus any financial impact related to such claims cannot be determined at this time.

The Organizations received a block grant from the State of New Hampshire in the amount of \$675,000 for renovations related to real estate owned. The grant can be passed on to a new owner if the building is used for low to moderate income housing or programming. If a buyer who intends to utilize the facility for the restricted purpose is not found, then the grant may be required to be returned to the state upon the sale of the facility.

The receivables of the Organizations are listed as collateral under the line of credit agreement of LSSNE. The outstanding balance as of June 30, 2013 was \$940,000.

NOTE 15 FAIR VALUE MEASUREMENT

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

The following tables present the Organizations fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2013:

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 15 FAIR VALUE MEASUREMENT (CONTINUED)

| | Total | Quoted Prices in Active Markets for Identical Assets Level 1 | Significant Other Observable Inputs Level 2 | Significant Unobservable Inputs Level 3 |
|---|-------------------|---|---|--|
| Beneficial Interest in Net Assets of Affiliate | | | | |
| Cash Equivalents | \$ 619,241 | \$ - | \$ - | \$ 619,241 |
| Total | <u>\$ 619,241</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 619,241</u> |

The following table provides a summary of changes in fair value of the Organization's Level 3 financial assets for the year ended June 30, 2013:

| | |
|--------------------------|-------------------|
| Balance at July 1, 2012 | \$ - |
| Transfer to Level 3 | 619,241 |
| Balance at June 30, 2013 | <u>\$ 619,241</u> |

In the current year the Organizations reclassified \$619,241 of its beneficial interest in net assets of related parties to level 3. Since these funds are held by a third party that pools the Organizations' interest with other related organization's assets management has determined that the inputs are unobservable and therefore valued using a level 3 methodology.

The following table presents the Organization's fair value hierarch for those assets measured at fair value on a nonrecurring basis as of June 30, 2013:

| | Total | Quoted Prices in Active Markets for Identical Assets Level 1 | Significant Other Observable Inputs Level 2 | Significant Unobservable Inputs Level 3 |
|--|-------------------|---|---|--|
| Land, Building and Equipment - Antrim, NH | \$ 425,000 | \$ - | \$ - | \$ 425,000 |
| Total | <u>\$ 425,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 425,000</u> |

The following table presents changes in assets measured at fair value using Level 3 inputs on a non-recurring basis for the year ended of June 30, 2013:

| | Land, Building and Equipment - Antrim, NH |
|------------------------------|--|
| July 1, 2012 - Cost Basis | \$ 1,485,052 |
| Depreciation | (61,081) |
| Asset Impairment Charge | (998,971) |
| June 30, 2013 Carrying Value | <u>\$ 425,000</u> |

LUTHERAN COMMUNITY SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2013

NOTE 16 LITIGATION

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

NOTE 17 SUBSEQUENT EVENTS

During November 2013, the Organizations entered into a purchase and sale agreement in the amount of \$216,000 for real estate in Massachusetts with a carrying value of approximately \$105,000.

Ascentria Community Services, Inc.
Board of Directors
2013 -2014

Jeff Kinney, Chair
Don Sweet
Garth Greimann
Gail Bucher
Karen Gaylin
William Swanson
Angela Bovill

Corporate Officers:

| | |
|--------------|---------------|
| President | Angela Bovill |
| Treasurer | Nick Russo |
| Executive VP | Lisa Cohen |
| Executive VP | Dana Ramish |
| Clerk | Alana Geary |

Ascentria Community Services, Inc.

Mission statement:

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

Vision statement:

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

Appendix C: Budget

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

Bidder/Project Name: Lutheran Community Services, Inc.

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

Budget Period: 10/1/14 - 9/30/15

| | | | | | | | | | | | | | |
|---|-----------|-----------|-----------|------|------|------|-----------|------|------|-----------|------|------|-----------|
| 1. Total Salary/Wages | \$ 90,564 | \$ - | \$ 90,564 | \$ - | \$ - | \$ - | \$ 90,564 | \$ - | \$ - | \$ 90,564 | \$ - | \$ - | \$ 90,564 |
| 2. Employee Benefits | \$ 21,636 | \$ - | \$ 21,636 | \$ - | \$ - | \$ - | \$ 21,636 | \$ - | \$ - | \$ 21,636 | \$ - | \$ - | \$ 21,636 |
| 3. Consultants | \$ 1,500 | \$ - | \$ 1,500 | \$ - | \$ - | \$ - | \$ 1,500 | \$ - | \$ - | \$ 1,500 | \$ - | \$ - | \$ 1,500 |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 515 | \$ - | \$ 515 | \$ - | \$ - | \$ - | \$ 515 | \$ - | \$ - | \$ 515 | \$ - | \$ - | \$ 515 |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,638 | \$ - | \$ 1,638 | \$ - | \$ - | \$ - | \$ 1,638 | \$ - | \$ - | \$ 1,638 | \$ - | \$ - | \$ 1,638 |
| 6. Travel | \$ 5,055 | \$ - | \$ 5,055 | \$ - | \$ - | \$ - | \$ 5,055 | \$ - | \$ - | \$ 5,055 | \$ - | \$ - | \$ 5,055 |
| 7. Occupancy | \$ 5,339 | \$ - | \$ 5,339 | \$ - | \$ - | \$ - | \$ 5,339 | \$ - | \$ - | \$ 5,339 | \$ - | \$ - | \$ 5,339 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,343 | \$ - | \$ 1,343 | \$ - | \$ - | \$ - | \$ 1,343 | \$ - | \$ - | \$ 1,343 | \$ - | \$ - | \$ 1,343 |
| Postage | \$ 474 | \$ - | \$ 474 | \$ - | \$ - | \$ - | \$ 474 | \$ - | \$ - | \$ 474 | \$ - | \$ - | \$ 474 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 577 | \$ - | \$ 577 | \$ - | \$ - | \$ - | \$ 577 | \$ - | \$ - | \$ 577 | \$ - | \$ - | \$ 577 |
| Insurance | \$ 2,000 | \$ - | \$ 2,000 | \$ - | \$ - | \$ - | \$ 2,000 | \$ - | \$ - | \$ 2,000 | \$ - | \$ - | \$ 2,000 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 650 | \$ - | \$ 650 | \$ - | \$ - | \$ - | \$ 650 | \$ - | \$ - | \$ 650 | \$ - | \$ - | \$ 650 |
| 12. Subcontractors/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect | \$ - | \$ 18,709 | \$ 18,709 | \$ - | \$ - | \$ - | \$ 18,709 | \$ - | \$ - | \$ 18,709 | \$ - | \$ - | \$ 18,709 |
| | \$ 1,250 | \$ 18,709 | \$ 19,959 | \$ - | \$ - | \$ - | \$ 19,959 | \$ - | \$ - | \$ 19,959 | \$ - | \$ - | \$ 19,959 |

Indirect As a Percent of Direct 14.25%

DWL

Initials

9.9.14

Date

Appendix C: Budget

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

Bidder/Project Name: Lutheran Community Services, Inc.

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

Budget Period: 10/1/14 - 6/30/15

| | | | | | | | | | |
|---|------------------|------------------|-------------------|-------------|-------------|-------------|------------------|------------------|-------------------|
| 1. Total Salary/Wages | \$ 67,923 | \$ - | \$ 67,923 | \$ - | \$ - | \$ - | \$ 67,923 | \$ - | \$ 67,923 |
| 2. Employee Benefits | \$ 16,227 | \$ - | \$ 16,227 | \$ - | \$ - | \$ - | \$ 16,227 | \$ - | \$ 16,227 |
| 3. Consultants | \$ 1,125 | \$ - | \$ 1,125 | \$ - | \$ - | \$ - | \$ 1,125 | \$ - | \$ 1,125 |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 386 | \$ - | \$ 386 | \$ - | \$ - | \$ - | \$ 386 | \$ - | \$ 386 |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,229 | \$ - | \$ 1,229 | \$ - | \$ - | \$ - | \$ 1,229 | \$ - | \$ 1,229 |
| 6. Travel | \$ 3,791 | \$ - | \$ 3,791 | \$ - | \$ - | \$ - | \$ 3,791 | \$ - | \$ 3,791 |
| 7. Occupancy | \$ 4,004 | \$ - | \$ 4,004 | \$ - | \$ - | \$ - | \$ 4,004 | \$ - | \$ 4,004 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,007 | \$ - | \$ 1,007 | \$ - | \$ - | \$ - | \$ 1,007 | \$ - | \$ 1,007 |
| Postage | \$ 356 | \$ - | \$ 356 | \$ - | \$ - | \$ - | \$ 356 | \$ - | \$ 356 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 433 | \$ - | \$ 433 | \$ - | \$ - | \$ - | \$ 433 | \$ - | \$ 433 |
| Insurance | \$ 1,500 | \$ - | \$ 1,500 | \$ - | \$ - | \$ - | \$ 1,500 | \$ - | \$ 1,500 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 488 | \$ - | \$ 488 | \$ - | \$ - | \$ - | \$ 488 | \$ - | \$ 488 |
| 12. Subcontractors/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect | \$ - | \$ 14,032 | \$ 14,032 | \$ - | \$ - | \$ - | \$ - | \$ 14,032 | \$ 14,032 |
| TOTAL | \$ 98,468 | \$ 14,032 | \$ 112,500 | \$ - | \$ - | \$ - | \$ 98,468 | \$ 14,032 | \$ 112,500 |

Indirect As a Percent of Direct

14.25%

DWR

Initials

9.9.14

Date

Appendix C: Budget

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

Bidder/Project Name: Lutheran Community Services, Inc.

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

Budget Period: 10/1/15 - 6/30/16

| | | | | | | | | | | | | | |
|---|-----------|-----------|------------|------|------|------|-----------|-----------|------|------------|------|------|------------|
| 1. Total Salary/Wages | \$ 67,923 | \$ - | \$ 67,923 | \$ - | \$ - | \$ - | \$ 67,923 | \$ - | \$ - | \$ 67,923 | \$ - | \$ - | \$ 67,923 |
| 2. Employee Benefits | \$ 16,227 | \$ - | \$ 16,227 | \$ - | \$ - | \$ - | \$ 16,227 | \$ - | \$ - | \$ 16,227 | \$ - | \$ - | \$ 16,227 |
| 3. Consultants | \$ 1,125 | \$ - | \$ 1,125 | \$ - | \$ - | \$ - | \$ 1,125 | \$ - | \$ - | \$ 1,125 | \$ - | \$ - | \$ 1,125 |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 386 | \$ - | \$ 386 | \$ - | \$ - | \$ - | \$ 386 | \$ - | \$ - | \$ 386 | \$ - | \$ - | \$ 386 |
| 5. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,229 | \$ - | \$ 1,229 | \$ - | \$ - | \$ - | \$ 1,229 | \$ - | \$ - | \$ 1,229 | \$ - | \$ - | \$ 1,229 |
| 6. Travel | \$ 3,791 | \$ - | \$ 3,791 | \$ - | \$ - | \$ - | \$ 3,791 | \$ - | \$ - | \$ 3,791 | \$ - | \$ - | \$ 3,791 |
| 7. Occupancy | \$ 4,004 | \$ - | \$ 4,004 | \$ - | \$ - | \$ - | \$ 4,004 | \$ - | \$ - | \$ 4,004 | \$ - | \$ - | \$ 4,004 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,007 | \$ - | \$ 1,007 | \$ - | \$ - | \$ - | \$ 1,007 | \$ - | \$ - | \$ 1,007 | \$ - | \$ - | \$ 1,007 |
| Postage | \$ 356 | \$ - | \$ 356 | \$ - | \$ - | \$ - | \$ 356 | \$ - | \$ - | \$ 356 | \$ - | \$ - | \$ 356 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 433 | \$ - | \$ 433 | \$ - | \$ - | \$ - | \$ 433 | \$ - | \$ - | \$ 433 | \$ - | \$ - | \$ 433 |
| Insurance | \$ 1,500 | \$ - | \$ 1,500 | \$ - | \$ - | \$ - | \$ 1,500 | \$ - | \$ - | \$ 1,500 | \$ - | \$ - | \$ 1,500 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 488 | \$ - | \$ 488 | \$ - | \$ - | \$ - | \$ 488 | \$ - | \$ - | \$ 488 | \$ - | \$ - | \$ 488 |
| 12. Subcontractors/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Indirect | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 98,468 | \$ 14,032 | \$ 112,500 | \$ - | \$ - | \$ - | \$ 98,468 | \$ 14,032 | \$ - | \$ 112,500 | \$ - | \$ - | \$ 112,500 |

14.25%

Indirect As a Percent of Direct

Initials DWL Date 9.7.14

Appendix D

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Ascentria Community Services, Inc.
Program: Refugee Social Services Program
Budget Period: October 1, 2014 to June 30, 2015

| A | B | C | D | E | E | F |
|---------------------------------|---------------------------------------|--|-----------------------|---|--|------------------------------|
| 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 | Site* |
| Job Developer | Tanya Dumont | \$17.29 | 8 | \$5,394 | \$21,576 | Ascentria Community Services |
| Education-Employment Spec | John Hutchinson | \$14.66 | 14 | \$8,006 | \$14,869 | Ascentria Community Services |
| Caseworker | Jaya Sharma | \$14.18 | 20 | \$11,062 | \$11,063 | Ascentria Community Services |
| Caseworker | Clement Kijugu | \$14.18 | 10 | \$5,531 | \$16,594 | Ascentria Community Services |
| Caseworker | TBD | \$14.18 | 12 | \$6,638 | \$15,487 | Ascentria Community Services |
| Health Case Manager | TBD | \$14.66 | 2 | \$1,144 | \$21,731 | Ascentria Community Services |
| CO Instructor | Lynn Clowes | \$17.30 | 8 | \$5,398 | \$1,800 | Ascentria Community Services |
| Education Liaison | Jocelyn Eno | \$17.79 | 10 | \$6,938 | \$20,812 | Ascentria Community Services |
| Bicultural Coordinator | Motikhar Bhujel | \$13.70 | 8 | \$4,275 | \$17,100 | Ascentria Community Services |
| Volunteer Coordinator | Beth Seremet | \$15.38 | 10 | \$6,000 | \$18,000 | Ascentria Community Services |
| Resettlement Coordinator | Cynthia Stewart | \$16.83 | 6 | \$3,937 | \$22,312 | Ascentria Community Services |
| Program Manager | Shirley Woodward | \$23.08 | 4 | \$3,600 | \$32,400 | Ascentria Community Services |
| Total Salaries by source | | | | \$67,923 | \$213,744 | |

Appendix D

Program Staff List
New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Ascentria Community Services, Inc.
Program: Refugee Social Services Program
Budget Period: July 1, 2015 to September 30, 2015

| A | B | C | D | E | E | F |
|---------------------------------|---------------------------------------|---|-----------------------|---|--|------------------------------|
| | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week | Proj. Amtt Funded by this contract for Budget Period | Proj. Amount from Other Sources for Budget Period | Site* |
| Job Developer | Tanya Dumont | \$17.29 | 8 | \$1,798 | \$7,192 | Ascentria Community Services |
| Education-Employment Spec | John Hutchinson | \$14.66 | 14 | \$2,669 | \$4,956 | Ascentria Community Services |
| Caseworker | Jaya Sharma | \$14.18 | 20 | \$3,688 | \$3,687 | Ascentria Community Services |
| Caseworker | Clement Kigugu | \$14.18 | 10 | \$1,844 | \$5,531 | Ascentria Community Services |
| Caseworker | TBD | \$14.18 | 12 | \$2,212 | \$5,162 | Ascentria Community Services |
| Health Case Manager | TBD | \$14.66 | 2 | \$381 | \$7,244 | Ascentria Community Services |
| CO Instructor | Lynn Clowes | \$17.30 | 8 | \$1,799 | \$2,699 | Ascentria Community Services |
| Education Liaison | Jocelyn Eno | \$17.79 | 10 | \$2,312 | \$6,937 | Ascentria Community Services |
| Bicultural Coordinator | Motikhar Bhujel | \$13.70 | 8 | \$1,425 | \$5,700 | Ascentria Community Services |
| Volunteer Coordinator | Beth Seremet | \$15.38 | 10 | \$2,000 | \$6,000 | Ascentria Community Services |
| Resettlement Coordinator | Cynthia Stewart | \$16.83 | 6 | \$1,313 | \$7,438 | Ascentria Community Services |
| Program Manager | Shirley Woodward | \$23.08 | 4 | \$1,200 | \$10,800 | Ascentria Community Services |
| Total Salaries by source | | | | \$22,641 | \$73,346 | |

Program Staff List
New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Ascentria Community Services, Inc.
Program: Refugee Social Services Program
Budget Period: October 1, 2015 to June 30, 2016

| A | B | C | D | E | E | F |
|---------------------------|--------------------------------|--|----------------|--|---|------------------------------|
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1 st Day of Budget Period | Hours per Week | Proj. Amnt Funded by this contract for Budget Period | Proj. Amount from Other Sources for Budget Period | Site* |
| Job Developer | Tanya Dumont | \$17.29 | 8 | \$5,394 | \$21,576 | Ascentria Community Services |
| Education-Employment Spec | John Hutchinson | \$14.66 | 14 | \$8,006 | \$14,869 | Ascentria Community Services |
| Caseworker | Jaya Sharma | \$14.18 | 20 | \$11,062 | \$11,063 | Ascentria Community Services |
| Caseworker | Clement Kigugu | \$14.18 | 10 | \$5,531 | \$16,594 | Ascentria Community Services |
| Caseworker | TBD | \$14.18 | 12 | \$6,638 | \$15,487 | Ascentria Community Services |
| Health Case Manager | TBD | \$14.66 | 2 | \$1,144 | \$21,731 | Ascentria Community Services |
| CO Instructor | Lynn Clowes | \$17.30 | 8 | \$5,398 | \$1,800 | Ascentria Community Services |
| Education Liaison | Jocelyn Eno | \$17.79 | 10 | \$6,938 | \$20,812 | Ascentria Community Services |
| Bicultural Coordinator | Motikhar Bhujel | \$13.70 | 8 | \$4,275 | \$17,100 | Ascentria Community Services |
| Volunteer Coordinator | Beth Seremet | \$15.38 | 10 | \$6,000 | \$18,000 | Ascentria Community Services |
| Resettlement Coordinator | Cynthia Stewart | \$16.83 | 6 | \$3,937 | \$22,312 | Ascentria Community Services |
| Program Manager | Shirley Woodward | \$23.08 | 4 | \$3,600 | \$32,400 | Ascentria Community Services |
| Total Salaries by source | | | | \$67,923 | \$213,744 | |

Appendix D

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Ascentria Community Services, Inc.
Program: Refugee Social Services Program
Budget Period: July 1, 2016 to September 30, 2016

| A | B | C | D | E | E | F |
|---------------------------------|---------------------------------------|---|-----------------------|--|--|------------------------------|
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week | Proj. Amt Funded by this contract for Budget Period | Proj. Amount from Other Sources for Budget Period | Site* |
| Job Developer | Tanya Dumont | \$17.29 | 8 | \$1,798 | \$7,192 | Ascentria Community Services |
| Education-Employment Spec | John Hutchinson | \$14.66 | 14 | \$2,669 | \$4,956 | Ascentria Community Services |
| Caseworker | Jaya Sharma | \$14.18 | 20 | \$3,688 | \$3,687 | Ascentria Community Services |
| Caseworker | Clement Kigugu | \$14.18 | 10 | \$1,844 | \$5,531 | Ascentria Community Services |
| Caseworker | TBD | \$14.18 | 12 | \$2,212 | \$5,162 | Ascentria Community Services |
| Health Case Manager | TBD | \$14.66 | 2 | \$381 | \$7,244 | Ascentria Community Services |
| CO Instructor | Lynn Clowes | \$17.30 | 8 | \$1,799 | \$2,699 | Ascentria Community Services |
| Education Liaison | Jocelyn Eno | \$17.79 | 10 | \$2,312 | \$6,937 | Ascentria Community Services |
| Bicultural Coordinator | Motikhar Bhujel | \$13.70 | 8 | \$1,425 | \$5,700 | Ascentria Community Services |
| Volunteer Coordinator | Beth Seremet | \$15.38 | 10 | \$2,000 | \$6,000 | Ascentria Community Services |
| Resettlement Coordinator | Cynthia Stewart | \$16.83 | 6 | \$1,313 | \$7,438 | Ascentria Community Services |
| Program Manager | Shirley Woodward | \$23.08 | 4 | \$1,200 | \$10,800 | Ascentria Community Services |
| Total Salaries by source | | | | \$22,641 | \$73,346 | |

TANYA DUMONT

PROFILE: HR MANAGER / HUMAN SERVICES

Talented Human Resources generalist (and humanitarian) with broad-based experience providing critical HR support to leaders and departments in fast-paced environments. Devise creative and cost-effective incentive and morale-boosting programs that increase employee satisfaction and productivity. Deftly balances the needs of management, provides excellent customer service, and maintains confidentiality and schedules with ease.

- **Consummate professional exhibiting etiquette and diplomacy in daily interactions.**
- Evidenced performance in fast-paced environments where a sense of urgency and discretion is vital.
- Proven ability to manage multiple projects, strategically prioritize and meet aggressive deadlines.
- 5+ years' success record providing direct services and staff supervision in refugee resettlement.

AREAS OF EXPERTISE

- ❖ Performance Management ❖ Staff Recruitment / Management ❖ Onboarding / Orientation / Record Retention
- ❖ Employee Relations ❖ HR Program / Project Management ❖ Training & Development ❖ Org Development
- ❖ Employment ❖ Community Development ❖ Interpersonal / Communication ❖ Program Evaluation / Monitoring

PROFESSIONAL EXPERIENCE

LUTHERAN SOCIAL SERVICES OF NEW ENGLAND, Concord, NH (2008-Present)

Matching Grant Coordinator

- Manage the Federal and State Employment Programs designed to assist newly arrived refugees, asylees, and survivors of human trafficking, to obtain self-sufficiency through employment
- Supervise team of Employment and Education Specialists
- Champion all employment services and outcomes, report to national affiliates and state agencies monthly
- **Catapulted job placements by 345% during my first year overseeing the employment program**
- Administer financial services including monthly rental provisions and cash allowances
- Create, plan, and institute vocational training programs to equip clients for the competitive labor force
- Conduct educational orientations and individual trainings to strengthen clients' employability readiness
- Support and manage link among employers, government agencies, business associations, faith groups that help provide competencies, integrate learning and work, and explore career possibilities for clients

WAL-MART, INC., Concord, NH (2000-2008)

Personnel Manager | Training Coordinator | Community Involvement Coordinator

- Promoted to execute a diverse range of HR functions: recruiting, on-boarding, and training employees
- Administered benefits enrollment and managed Worker's Compensation cases for a 450+ employee facility
- Oversaw HR retention process ensuring adherence to all corporate policies and legal guidelines
- Conducted employee evaluations and promotions, oversaw disciplinary action and managed HR records
- Structured and implemented policies for training, staff recruitment, incentives and new-employee orientation
- Executed disciplinary action, resolved employee conflicts and performed exit interviews
- Collaborated with management to recruit employees and develop orientation, training and incentive programs
- Spearheaded employee community volunteer program, peer sponsorship program, and sustainability program
- Orchestrated the distribution of corporate community and matching grants to local non-profit organizations

EDUCATION / PROFESSIONAL DEVELOPMENT

- **Bachelor of Science in Human Services; Current GPA 4.0/4.0**
Springfield College, School of Human Services, Manchester, NH
School of Human Services Distinguished Senior Award of 2014
- **Early Childhood Education certificate**
New Hampshire Technical Institute, Concord, NH

KERSTIN AHLGREN BREIDENTHAL

EDUCATION

Columbia University, School of International and Public Affairs
Master of International Affairs

New York, New York
May 2009

- Concentration: Economic and Political Development.
- 2008-2009 Chinese Foreign Language and Area Studies Fellow (awarded one of two full tuition Chinese language scholarships out of a class of 400)

Oberlin College
Bachelor of Arts

Oberlin, Ohio
May 2003

- Major: East Asian Studies; Mandarin Chinese
- Relevant Coursework: Teaching English as a Second Language Winter Term Class

SELECTED EXPERIENCE

Lutheran Social Services
Education and Employment Specialist

Concord, New Hampshire
October 2010 - Present

- Create level-appropriate curriculum, assess students, and teach ESOL class.
- Aid clients in removing obstacles to professional opportunities; network with employers; assist clients in finding and maintaining employment.

Human Rights in China
Communications Associate

New York, New York
July 2009 - July 2010

- Synthesized information and drafted reports for prospective donors and board; gathered facts and drafted press releases; shepherded production of bilingual quarterly journal; strategized long-term media and development outreach; fielded press inquiries; translated from Chinese to English; compiled and analyzed all communications related data.

Jitegemee
Consultant

Machakos, Kenya
November 2008 - May 2009

- Carried out impact assessment of a vocational training program for street children with a team of graduate students.
- Conducted focus groups and interviews, analyzed quantitative data and co-authored report with client recommendations. Authored letter to donors for Jitegemee newsletter.

United Nations Children's Fund (UNICEF)
Intern

Beijing, China
Summer 2008

- Researched, polished, and edited Mid-term Review of Anti Child Trafficking report.
- Analyzed Chinese media coverage of child labor issues and developed policy recommendations.

Weil, Gotshal & Manges, LLP
Legal Researcher

Silicon Valley, CA
2006-2007

- Supported the firm's patent litigation group in all aspects of litigation and case management, including: research; fact and document discovery; preparation of materials for trial; database administration; cite and fact-checking.

Yunnan University
ESOL Teacher

Kunming, China
2003-2005

- Taught high school, college and graduate level English to Chinese speakers.
- Planned English curriculum in response to specific students' stated professional needs.
- Volunteered at Concordia Welfare and Education Society, a Lutheran non-profit organization, on community health and education projects.

LANGUAGES

Mandarin Chinese: fluent; French: intermediate.

John Hutchinson

Summary – Accomplished recruiter with management, customer service and business development experience.

Lutheran Social Services, Concord, NH

2014 – Present

Education and Employment Specialist

Provide employment counseling and guidance to refugees. Assist in developing and implementing individualized employment plans. Maintains relationships with current employers and conducts research and outreach to identify new job opportunities. Design and implement client vocational/ pre-employment trainings based on specific employer needs. Participate in relevant community groups and organizations for networking and up-to-date employment information and trends. Completes and maintains documentation.

Stellar Restaurant Group, Concord, NH

2008 – 2013

*Instrumental in increasing sales from \$850,000 to \$1.4 million in annual sales during tenure.
Surpassed company goals for sales and profitability by 11 % and 17% respectively in 2011 - 2012.
Trained and managed new team of 20 who excelled in customer service and operations.*

General Manager, 2010 - 2013

General Manager of *Boloco Inspired Burritos*. Responsibilities included ongoing recruitment, training and management of 20 staff, providing excellence in customer service, operations, and profit/loss responsibility. Collaborated with community partners, internal marketing and senior leadership on store events and promotions, significantly building brand awareness. Instrumental in increasing sales from \$850,000 to \$1.4 million during five-year tenure. Surpassed company goals for sales and profitability by 11 % and 17% respectively in 2011-2012. Trained and managed new team with high staff retention and excellent customer service. Provided training and development support to future shift managers and general managers for new or existing store locations throughout New England.

Shift Manager, 2008 – 2010

Supervised line staff with cash and key holder responsibilities for daily shift operations. Instrumental in building team and customer base for new restaurant. Duties included recruitment, interviewing and training of new employees.

Hutchinson Recruiting, LLC, Owner Concord, NH

2001 – 2008

Coordinated recruiting efforts for client companies including value added resellers such as Microsoft, Hewlett-Packard, Oracle and EMC. Directed all recruiting efforts for management, technical, sales and support staff. Worked for several firms on contract and retainer basis. Successes included exceeding goals for the recruitment of support staff through executive level professionals for client companies. Developed a database of contract based consultants for IT projects throughout the United States.

InteQ Corporation, Corporate Recruiter Bedford, MA

2000 – 2001

Managed recruitment activities including candidate generation, screening, interviews, negotiations, background checks, offer of employment presentation and employee onboarding. Recruitment at all levels of technical and business professionals. Technologies included Unix, Open Source, and Microsoft platforms with Cisco and

Volunteer Naturalist Training Program, Audubon Society of New Hampshire

Volunteer, New Hampshire Veterans Services and Support

Jaya Sharma

Objective To secure a position that utilizes my interpersonal, organizational, and time management and to further my career at Lutheran Social Services (LSS)

Caseworker at Lutheran Social Services, Concord NH

Nov, 2013-Current

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

Experience

Direct Support Provides (DSP) at Community Bridges, Concord NH

August 2010 - Current

- Mentored new DSP's entering into the forensic program on protocols and paperwork
- Interviewed potential DSP candidates for the forensic program
- Supported service recipients with high risk behavior in the forensic program
- Completed paperwork in established deadlines 100% of the time

Direct Support Associate (DSA) at Easter Seals - Bow NH

December 2011 - Current

- Provided input program manager and assistant manager to make effective and thought out changes to the program
- Supported service recipient develop basic living skills through empowerment and encouragement
- Maintained open communications and cooperative work efforts with lead DSP and coworkers to assure quality support to individuals

Direct Support Professional at LSS Disability Services - Concord NH

Nov 2011 - March 2012

- Encouraged and motivated individual supported to acquire and/or enhance skills needed for independent living
- Promoted recovery based strategies with individuals to assist in reaching their identified goals
- Supported and facilitated team based efforts to ensure quality and consistent care with in all programs

Sales Associate at Wal-Mart - Hooksett NH

Aug 2009 - Nov 2011

- Assisted customers with sales decision, and a variety of other requests
- Fully participated in management meetings to develop new strategies for quality customer service, and improved marketing
- Awarded Associate of the Month for March 2011

| | | |
|------------------|--|---------------------|
| Education | General Studies/prerequisites for Registered Nursing New Hampshire Technical Institute, Concord NH | 2011-ongoing |
| | Bachelor of Science (BSc.) Tribhuvan University (Mechi Campus), Mechi, Nepal | 2005-2007 |

| | |
|------------------------------------|---|
| Professional Activities | DSP Certificate Program – NHTI/Community Bridges DSP Interview Team – Community Bridges DSP Resource Team – Community Bridges College of Direct Support – Easter Seals |
|------------------------------------|---|

References are available upon request

FRANCOIS NYAMIKITA

SKILLS/KEY CREDENTIALS

CANDIDATE FOR THE UNIFORM CPA EXAM | Manchester, NH 12/2013-Present

- Proficiency with MS Word, Excel and QuickBooks
- Knowledge of Federal Tax rules and regulations
- Knowledge of generally accepted accounting principles
- Strong work ethic and attention to detail
- Excellent communication skills
- U.S Citizen
- Proficient in English, French, Swahili, Kirundi,
- Appreciation with diversity
- Well organized, p professional and motivated
- Cooperative, independent, and capable
- Appreciate working in collaboration with a team

EDUCATION

MBA, ACCOUNTING AND GRADUATE CERTIFICATE IN FINANCE | Southern New Hampshire University,
Manchester, NH GPA 3.668 (4.0 scale) 12/2013

BS ACCOUNTING | Champlain College, Burlington, VT 12/2011

EXPERIENCE

CASE WORKER AND INTERPRETER | Lutheran Social Services (Services for New American) 04/2013-Present
Concord, NH

- Serve Refugees by providing assistance during their initial period of resettlement
- Complete and maintain documentation at all times in accordance with contractual standards.
- Provide information and referral to external programs
- Maintain client database and case records, including case notes and filing reports.
- Responsible for the continuance of the orientation process, employment plan, monitoring and overseeing client's participation in refugee program for the first year
- Interpreted from English to French, Swahili, Kirundi, and Kinyarwanda.

VOLUNTEER TAX PREPARER | Manchester VITA at Workplace Success 01/2013-04/2013
Manchester, NH

- Attended Tax Law and VITA site training and successfully passed IRS VITA certification tests.
- Conducted interviews with taxpayers to clarify financial situation and to ensure that all deductions and allowable credits are claimed.
- Prepared tax returns for taxpayers, using IRS-provided software (Tax wise).
- Performed a quality review of returns prepared by other tax preparers for accuracy and completeness.

VOLUNTEER TAX PREPARER | Burlington VITA at CVOEO Chittenden Community Action 02/2011 04/2011
Burlington, VT

- Successfully completed intensive 3-day training in Tax Law and passed an exam.
- Helped low-income community members to determine filing status.
- Prepared individual tax returns and affiliated schedules and reviewed information prior to e filing.

ACCOUNTING INTERN | Wall Goldfinger 12/2010-04/2011
Northfield, VT

- Verified invoices and Accounts Receivable documents for a Vermont company that designs and builds fine corporate furniture.
- Matched invoices to required supporting documentation.
- Assigned cost of raw materials to various jobs and monitored remaining inventory using QuickBooks.
- Assisted the senior accountant on special projects.

COMMUNITY INVOLVEMENT

▪ **BOARD MEMBER** | Northgate Residents' Ownership Corporation 02/2011-02/2012
Burlington, VT

Clement N Kigugu

Experience:

Lutheran Social Services: 03/24/2014- Present

Caseworker, Services of New American

Easter Seals, Bow, NH, 2010-2014

- Direct support associate, aid for people with disabilities

Lutheran Social Services (Language Bank), 2011 -2014

- Interpreter, Kinyarwanda, Kirundi, Swahili and French

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

ANSP + Kigali, Rwanda, 2004 – 2006 Supervisor, National Association for

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

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

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

Education:

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

Languages:

- Kinyarwanda, Kirundi French, Swahili, Kifulelo and some Lingala

Bhagirath Khatiwada

Professional Experience

Health Case Manager

July, 2013 –Current **Lutheran Social Services**, Concord, NH

- Notify appropriate health care providers of the arrival of new cases to coordinate the scheduling for health services.
- Ensure that all newly arrived refugees are scheduled for health screenings and immunizations within the first 30 days after arrival.
- Providing a health orientation about the U.S. health care system.
- Provide appropriate assistance to refugees during their initial period of resettlement
- Maintain client database and case records, including case notes and filling reports, assist refugees to be self-sufficient as possible, with US healthcare system, and to be able to navigate the system.

Caseworker

November 2010 – July, 2013 **Lutheran Social Services**, Concord, NH

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

Interpreter, Language Bank

November 2008 – October 2010 **Lutheran Social Services**, Concord, NH

- Allowed communication between a service recipient and the service providers who do not speak the same language
- Assisted and intervened, when necessary, to “flag” cultural barriers to communication or assist in exploring information in reducing cultural barriers to understanding.

Excutive Director

September 2005-July 2008 **Agile Adventure Treks & Expedition**, Kathmandu, Nepal

- Provided effective leadership to program staff and delivered quality services to the clients.
- Responsible for recruitment, hiring, orientation, supervision and program evaluation.
- Representation of agency to all the stakeholders and built relationships with state and local agencies and community groups.
- Maintained program performance including timely reporting, documentations and budgets to assure that programs meet financial objectives in professional manner.
- Developed partnerships with community organizations, regional and local officials, and other stakeholders to support and improve the tourism business.

News Reader (English)

September 2006 to October 2007, **Radio Nepal**, Kathmandu, Nepal

- Carry out in-depth research to a broad brief, with minimal supervision across the whole range of Regional Broadcasting news and current affairs output.
- Write material for programme scripts, bulletins and links, exercising editorial judgment, maintaining professional journalistic standards and adhering to policy and legal and contractual guidelines of the radio.
- Produce live and pre-recorded radio news and current affairs programmes and to prepare radio packages under supervision.

General Manager

July 2002 - August 2005 **Columbus Treks & Expeditions**, Kathmandu, Nepal

- Involved in all aspects of program management including recruitment, staff development and, supervision.
- Performed researches, analyzed and interpreted data and trends, policies and procedures for designing, developing, implementing, and monitoring programs and policies for sustainable tourism development in Nepal
- Initiated, developed, directed, monitored, reviewed, evaluated and presented program progress and status so as to identify key areas for program improvement and initiatives.
- Collaborated with other tourism business partners to build mutual understanding and trust.

Education

University of New Hampshire (UNH)

- Master's Degree, Public Administration, (Continuing)

Tribhuvan University, Kathmandu, Nepal

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

Community Involvement

- Gyan Jyoti Kendra, Vice President
- Bhutan News Service, Contributing Editors
- Civics & Nepali Learning Project (New Hampshire), Director
- Bhutanese Community of New Hampshire, Board Chair (June, 2009-July, 2013), Current Board of Director.
- Authored a series of social studies text books for grades six and seven through Asia Publication in 2008 in Nepal.

LYNN L. CLOWES

PROFESSIONAL EXPERIENCE

Lutheran Social Services 2012-present
ESOL instructor and Training Projects Coordinator. Teach literacy and low beginner level English classes to newcomer refugee adults.

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

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

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

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

EDUCATION

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

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

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

Rup Timsina

Objective

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

Experience

Lutheran Social Services Concord, NH 12/2011-Present
Bi-Cultural Liaison

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

Easter Seals Manchester, NH
Direct support Provider 07/2010-Present

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

Wal-Mart Concord, NH
Inventory Control Specialist 09/2008-Present

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

CARITAS International Organization Damak, Nepal
Resource Teacher 04/1992-06/2008

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

Bongo Primary School, Chhuka, Bhutan
Elementary School Teacher 08/1988-04/1992

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

Education

Indira Gandhi National Open University 04/1998 - 04/2003
New Delhi, India
Bachelor's Degree in Humanities
Major in Social Science

Training

Teachers Training

National Institute of Education, Samchi, Bhutan
06/1986 - 10/1988

Training of Trainers in Leadership

Jesuit Youth Ministry in South Asia, Mumbai, India
March 01 – 10, 1999

Training on Development Communication

By COADY International Institute, Antigonish, Nova Scotia, Canada
At CARITAS Nepal, Damak, Jhapa, Nepal
March 23 – 27, 1998

Management Training

By Agency for Personal Service Overseas, Ireland, UK
At CARITAS Nepal, Damak, Jhapa, Nepal
July 21 – 26, 1997

Teacher Trainers Refresher Course

Progressive Educational Techniques Society, Calcutta, India
September 11-16, 2000

Appreciative Inquiry Training on Educational Management

CARITAS Nepal, Damak
December 17-21, 2004

Educational Management and Administration

By St. Xavier's School, New Delhi, India
At CARITAS Nepal, Damak
May-3-6, 2004

Discipline with Dignity

Center for Victims of Torture, Nepal
November 7-9, 1997

Microsoft Office User Specialist

College of Software Engineering, Damak, Jhapa, Nepal
➤ April 2005- July 2005

Community Involvement

Bhutanese Community of New Hampshire

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

Motikhar Bhujel

Work Experience

Lutheran Social Services

June 2013 to present

Bicultural Coordinator

Assist older Bhutanese Refugee with accessing mainstream aging services; develop additional culturally and linguistically relevant activities for older refugees. Provide coordination among elderly service providers, ethnic community and refugee elders.

Wal-Mart Supercenter Concord, NH

March 2013-June 2013

Inventory Associate

Unloading and stocking of new merchandise. Customer support and service

Reliance English School

2007-2012

Mathematics and Sciences Teacher –Morang, Nepal

Taught mathematics and science to students in grades 8 through 10. Designed and presented comprehensive lesson plans ensuring that each student could retain and understand each lesson. Acted as the “Academic in Charge” for testing of students and teachers. Developed unit-based projects to tie curriculum to real life.

The Spangle High School- Kathmandu, Nepal

2004-2007

Mathematics and Sciences Teacher

Taught mathematics and science to students in grades 6 through 10. Planned and implemented science and math curriculum to improve retention and test scores. Acted as Resident Advisor to students living in a dormitory setting. Responsible for the schools discipline policies and procedures as well as student disciplinary decisions.

Panchaoti English School, Jhapa, Nepal

1999-2004

Community School Teacher

Assigned various disabled students and provided them with learning support, personal care and help with the school to home transitions. Taught mathematics and sciences to students in grades 6 through 10. Introduced stimulating and engaging lessons to capture the students’ attention and interest. Provided clear and consistent directions to keep students focused on the task at hand. Coordinated with colleagues to share best practices and address academic issues.

Cultural In Charge

Worked as Cultural In Charge in Panchaoti English School, helping students adjust to new culture trends.

Organization of Nepali Origin Bhutanese Culture,

Literature, and Arts (BSSKK)

1999-2004

- Worked as Cultural Coordinator for the organization from 1999-2001.
- Promoted to President of the organization from 2002-2004.

Education

| | |
|--|-----------|
| Tri Ratna Secondary School High School Diploma | 1994-1998 |
| Kumudini Homes Associate Degree | 1998-2000 |
| Government- College of Kalimpong B.S.C Science- Physics | 2000-2003 |

Bethany Seremet

Objective

To progress my career in a way to leverage a love of the creative and organizational attention to details that connects people in meaningful ways and empowers them to respond to life out of a heightened awareness of self-value.

Experience

Lutheran Social Services: Concord, NH

Community Outreach Coordinator

October 2013-Present

- Educate university, college, and high school students, service providers, government agencies, and civic and religious groups on refugee resettlement in NH.
- Ongoing recruitment, training, and retention volunteers and interns.
- Solicit, collect, and distribute donations to refugee families.
- Monthly reporting of volunteer/intern activity, donations, and fundraising goals.
- Generate print, web, and social media to support overall public relations endeavors.

Education & Employment Specialist

August 2012-October 2013

- Vocational training curriculum development and implementation.
- Cultural orientation presentation to new refugee employable clients.
- Business networking.
- Job Placement.
- Social Media developer for Services for New Americans.

A Woven Thread LLC

Manager

April 2013-Present

- Facilitate weekly vocational training meetings with contracted artists.
- Oversee LLC's incoming and outgoing finances.
- Balance product inventory.
- Schedule events to sell products and promote community education.
- Handle public relations through creating messaging for print, web, and social media.
- Connect, train, and empower volunteers and interns.

Freelance: CA, KS, MO, NH, NJ, NY, OK, WI, VA, Jamaica

Makeup Artist

January 2007-Present

- Consult on proper skin care.
- Advise on client's best features to accentuate.
- Listen to client's desired wishes concerning the look, personality, and vibe they wanted to give off.
- Present possible ideas to match the occasion and conduct trial run.
- Apply makeup to create desired look, explaining steps taken to educate client on the process.
- Attend photo shoots and work as part of a team.

Wedding Planner

January 2007-November 2013

- Assessed needs and desires of couples and created a plan to fit their budget and priorities.
- Searched out appropriate vendors and presented possibilities to the couple.
- Handled 90% of communication with vendors, including contract negotiation.
- Provided decoration ideas for ceremony and reception.
- Moderated rehearsal ceremony.
- Attended and orchestrated wedding ceremony and ensured reception activities flow smoothly.

- Arranged post-wedding duties.

Regent University: Virginia Beach, VA

Special Events Coordinator

July 2010- August 2012

- Supported recruiting efforts of Regent University by overseeing event management.
- Coordinated various departments throughout the university for an event.
- Lead briefing and debriefing meetings before and after events.
- Formulated marketing communication for a variety of audiences.
- Managed registrations and provided data feedback after each event.
- Conducted internal and external surveys to increase event efficiency and yield higher enrollment.
- Developed event support staff through training and feedback.

Education

MA of Government: International Politics & Global Economics

August 2010-May 2012

Regent University, Virginia Beach, VA

Relevant classes & Presentations

- International Politics: "The Many Approaches to Poverty Reduction".
- International Economy: "Economic analysis of U.S- China relations".
- International Democracy & Development: "Poverty's role in human trafficking in Southeast Asia".
- International Human Rights: "Poverty: Fueling Forced Sterilization".
- Non-Profit Development: "U.S based non-profits' take on Japan's tsunami crisis".

BA of Communications

August 2006- May 2010

- Cross Cultural Communications
- Organizational Communications
- Interpersonal Communications
- Verbal & Non-verbal Communications
- Communication Theory

References

- Tanya Dumont: Supervisor at Lutheran Social Services, Concord, NH.
603.661.3411. tdumont@lssne.org
- Michele Wilcher: Supervisor at Regent University, Virginia Beach, VA.
603. 352.4391. mwilcher@regent.edu
- Jenna Schario: Bridal & Makeup Client, Tulsa, OK.
573.513.5130. Jennaschario@gmail.com

Cynthia L. Stewart

Profile

Results-oriented professional with supervisory and quality control experience promoting client centered goals. Dedicated, hard working and self-motivated solutions provider, implementing many program efficiencies.

Strengths

- Detailed-oriented with focus on quality, effectively identifying areas for improvement and introducing effective solutions.
- Excellent problem solving skills with an overall eye on enhancing program efficiencies
- Successful at maintaining strong client, landlord, and vendor relations, key to the program's success
- Possessing strong negotiating and leadership skills with the ability to effectively delegate and coordinate

Education, Achievements, and Professional Organizations

- B.S. Business Administration
University of New Hampshire
- The Lutheran Social Services Outstanding Professional Achievement Award
November 2012
- Toastmasters International
Concord, NH

Highlights of Qualifications

Extensive background in all aspects of refugee resettlement and working for a non-profit organization including all facets of:

- > Coordinating Case Management
- > Interviewing and Training Caseworkers
- > Relationship Building
- > Quality Control
- > Account Balancing
- > Purchasing and Bill Payment

Professional Experience

Resettlement Coordinator

LUTHERAN SOCIAL SERVICES, Concord, NH 2014 - Present

- > Annually orchestrated the resettlement of approximately 240 refugees
- > Supervise, train, and motivate 3 case workers
- > Coordinate monthly qualitative file reviews
- > Serve as quality control for all departmental financial transactions
- > Facilitate Weekly Case Management Meetings

Regional Support Administrator

LUTHERAN SOCIAL SERVICES, Concord, NH 2012-2014

- > Supported Case Management Staff
- > Generated Monthly Reports
- > Bill Payment
- > Purchasing
- > PQI Work Team and File Review

Caseworker

LUTHERAN SOCIAL SERVICES, Concord, NH 2010-2012

- > Provided all aspects of resettlement services for newly arrived refugees
- > Coordinated apartment set-ups
- > Generated case notes and reports based upon services rendered

Sales Representative

ABC FABRICATORS, Laconia, NH 1989-1999

- > Continually developed new client base
- > Generated \$1 M + annual sales revenue

Shirley Woodward, JD, MPH

EXPERIENCE

Lutheran Social Services. Concord, NH.

Program Manager, Services for New Americans

November 2013-present

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

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

Program Officer, Population, Refugees, and Migration

September 2010-November 2013

Presidential Management Fellow

September 2008-September 2010

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

United Nations High Commissioner for Refugees. Nairobi, Kenya.

Resettlement Intern

May-July 2007

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

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

Gender-based Violence (GBV) Umbrella Grant Program Coordinator

February-July 2005

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

Save the Children/UK. Darfur, Sudan.

Gender-based Violence (GBV) Advisor

November-December 2004

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

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

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

September-October 2004

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

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

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

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

Health/Community Development Volunteer

June 1997-August 1999

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

EDUCATION AND PROFESSIONAL AFFILIATION

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

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

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

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

MPH, May 2002.

Brown University. Providence, RI.

AB with honors in Public Policy. May 1997.

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

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

PUBLICATIONS

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

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

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

Subject: Bhutanese Community of New Hampshire—Refugee Social Services

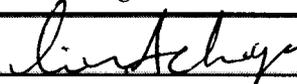
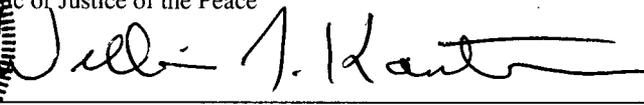
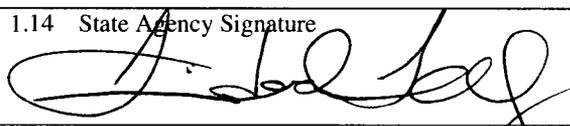
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|---|
| 1.1 State Agency Name <u>Department of Health and Human Services</u> | | 1.2 State Agency Address <u>97 Pleasant Street, Thayer Building, Concord, NH 03301</u> | |
| 1.3 Contractor Name <u>Bhutanese Community of New Hampshire</u> | | 1.4 Contractor Address <u>510 Chestnut Street, Manchester, New Hampshire</u> | |
| 1.5 Contractor Phone Number <u>(603) 935-9620</u> | 1.6 Account Number <u>010-042-7922000042200013</u> | 1.7 Completion Date <u>September 30, 2016</u> | 1.8 Price Limitation <u>\$60,000</u> |
| 1.9 Contracting Officer for State Agency <u>Barbara Seebart, Refugee Coordinator</u> | | 1.10 State Agency Telephone Number <u>(603) 271-8557</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Tikaram Acharya, Executive Director</u> | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Sep. 4, 2016</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 or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>William J. Kanteres</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>Trinidad Tellez, Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana J. King</u> Director, On: <u>10/2/14</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Megan A. Yule</u> Attorney, On: <u>9/24/14</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.

Contractor Initials JA
Date 7/4/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials TA
Date 9/24/14

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.

Contractor Initials TH
Date 9/19/14

Bhutanese Community of New Hampshire, Inc.

EXHIBIT A

1. CONDITIONAL NATURE OF AGREEMENT

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

2. SCOPE OF SERVICES

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

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

- 2.1 Provide job-related services to 100 Bhutanese refugees to include initial and second job placements, job upgrades, job development and referral to training.
- 2.2 Provide interpreter services for 120 Bhutanese refugees.

Contractor Initials TJA
Date 9/4/14

- 2.3 Provide cultural orientation, referral and case management services to 120 Bhutanese refugees.
- 2.4 Participate in at least six cultural orientation and education opportunities in Concord, Laconia, Nashua and Manchester communities.
- 2.5 The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their program and/or service, within 10 days of the contract effective date.

3. Reporting

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

Contractor Initials TA
Date 9/4/14

Bhutanese Community of New Hampshire, Inc.

EXHIBIT B

Method and Conditions Precedent to Payment

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

The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor Pursuant to Exhibit A, Scope of Services.

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

Contractor Initials TA
Date 9/4/14



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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 CA
Date 9/4/14

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.

4. Notwithstanding paragraph 18 of the P-37, an amendment 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.

Contractor Initials CA
Date 9/4/19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: Bhutan community of NH

9/4/14
Date

Tikaram Acharya
Name:
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

9/4/14
Date

Tikaram Acharya
Name:
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Bhutanese Community of NH*

9/4/14
Date

Tikaraw Acharya
Name:
Title: *Executive Director*



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Bhutanese Community of NH

9/4/14
Date

Tikaram Acharya
Name:
Title: Executive Director



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.

9/4/14
Date

Contractor Name:
Bhutanese Community of NH
Tikaram Acharya
Name:
Title: Executive Director.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

NH DHHS
The State

[Signature]
Signature of Authorized Representative

Trinidad Tellez
Name of Authorized Representative

Director
Title of Authorized Representative

9/17/14
Date

Bhutanese community of NH
Name of the Contractor

[Signature]
Signature of Authorized Representative

Tikaram Acharya
Name of Authorized Representative

Executive Director
Title of Authorized Representative

9/4/14
Date



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

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

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

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

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

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

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

Contractor Name:

Bhutanese Community of NH

Tikaram Acharya

Name:

Executive Director

9/4/14
Date



FORM A

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

1. The DUNS number for your entity is: 078399556000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Bhutanese Community of New Hampshire is a New Hampshire nonprofit corporation filed October 14, 2011. 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 10th day of September, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

1. I am a duly elected Clerk of Bhutanese Community of NH.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 08/01/2014:
(Date)

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

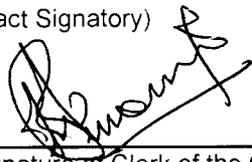
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of Sept, 2014.
(Date Contract Signed)

4. Tikaram Acharya is the duly elected
Executive Director (Title of Contract Signatory)
(Name of Contract Signatory)

of the Corporation.



(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th day of Sept., 2014.

By Rudra Timsina
(Name of Clerk of the Corporation)

Jean Whitten

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/5/17

JEAN WHITTEN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
COMMISSION EXP. 12.05.2017



Bhutanese Community of New Hampshire

510 Chestnut Street
Manchester, NH 03101

Phone: (603) 935-9620

Email: bcnh@bhutanesecommunitynh.org

Fax: 603-218-6347

www.bhutanesecommunitynh.org

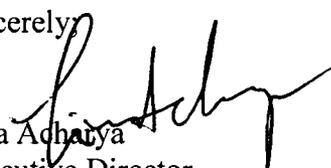
Date: 09/10/2014

To whom it may concern

Bhutanese Community of New Hampshire secured its 501c3 status in 2012. The organization is due for its IRS tax filing at the end of 2014. After having the financial audit of our book of account, we will submit a copy to your good office.

Please feel free to give me a call for questions.

Sincerely,


Tika Acharya
Executive Director

Bhutanese Community of New Hampshire



Bhutanese Community of New Hampshire

510 Chestnut Street
Manchester, NH 03101

Phone: (603) 935-9620

www.bhutanesecommunitynh.org

Email: bcnh@bhutanesecommunitynh.org

List of Board of Directors

| | | |
|----|-----------------|--|
| 1 | Guru Subedi | Board of Directors, Chair |
| 2 | Krishna Nepal | Board of Directors |
| 3 | Motikhar Bhujel | Board of Directors |
| 4 | Rup Timsina | Board of Directors |
| 5 | Deepak Mothey | Board of Directors |
| 6 | Leela Rai | Board of Directors |
| 7 | Pema Tamang | Board of Directors |
| 8 | Damu Timsina | Board of Directors |
| 9 | Tikaram Acharya | Board of Directors, Executive |
| 10 | Rudra Timsina | Board of Directors, Treasurer/Secretary |



Bhutanese Community of New Hampshire

510 Chestnut Street
Manchester, NH 03101

Phone: (603) 935-9620

Email: bcnh@bhutanesecommunitynh.org

www.bhutanesecommunitynh.org

Mission Statement

The mission of Bhutanese Community of New Hampshire (BCNH) is to consistently and effectively provide excellent accessible community services to all refugee communities resettled and in the process of resettling in New Hampshire. These services help refugee communities in New Hampshire to obtain the basic resources, community base services, and dissemination of information related to various jobs, skills and health trainings to build productive and self-sufficient resettled community in the state.

In a nutshell, the central mission of BCNH is to create enduring legacy for future generations of Bhutanese community in New Hampshire through stewardship of Bhutanese heritage.

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Bidder/Program Name: Budget Request for: Business Community of New Hampshire
 Budget Period: Social Service
 10/01/2014 - 06/30/2015

| Line Item | 2014 | | 2015 | | 2016 | | 2017 | | 2018 | | 2019 | | 2020 | |
|---|-------------|---------|------------|---------|-------------|---------|----------|---------|----------|---------|----------|---------|----------|---------|
| | Original | Revised | Original | Revised | Original | Revised | Original | Revised | Original | Revised | Original | Revised | Original | Revised |
| 1. Total Salary/Wages | \$ 32730 | -00 | \$ - | - | \$ 32730 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 2. Employee Benefits | \$ 6000 | -00 | \$ - | - | \$ 6000 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 3. Consultants | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 4. Equipment: | \$ - | -00 | \$ - | - | \$ - | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Rental | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Repair and Maintenance | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Purchase/Depreciation | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 5. Supplies: | \$ 900 | -00 | \$ - | - | \$ 900 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Educational | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Lab | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Pharmacy | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Medical | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Office | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 6. Travel | \$ 390 | -00 | \$ - | - | \$ 390 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 7. Occupancy | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 8. Current Expenses | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Telephone and internet | \$ - | -00 | \$ - | - | \$ - | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Postage | \$ 61 | -00 | \$ - | - | \$ 61 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Subscriptions | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Audit and Legal | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Insurance | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Board Expenses | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 9. Software | \$ - | -00 | \$ - | - | \$ - | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | - | \$ - | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | - | \$ - | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 12. Subcontracts/Agreements | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| 13. Other (specific details mandatory): | \$ - | - | \$ 4910 | -00 | \$ 4910 | -00 | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - | \$ - | - |
| Total | \$ 40081.00 | | \$ 4910.00 | | \$ 44999.00 | | | | | | | | | |

APR/VV

A Percent of Direct

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

Budget/Program Name: Budget Request for: Bhdunese Community of New Hampshire

Budget Period: Social Service

07/01/2015 - 09/30/2015

| Line Item | Original Budget | Change | Total Budget | Original Budget | Change | Total Budget | Original Budget | Change | Total Budget | Original Budget | Change | Total Budget | Original Budget | Change | Total Budget |
|---|------------------------|--------|------------------------|------------------------|--------|------------------------|-----------------|--------|--------------|-----------------|--------|--------------|-----------------|--------|--------------|
| 1. Total Salary/Wages | \$ 10900 | -00 | \$ 10900 | \$ 10900 | -00 | \$ 10900 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 2. Employee Benefits | \$ 2000 | -00 | \$ 2000 | \$ 2000 | -00 | \$ 2000 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 3. Consultants | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 4. Equipment: | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Rental | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Repair and Maintenance | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Purchase/Depreciation | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 5. Supplies: | \$ 300 | -00 | \$ 300 | \$ 300 | -00 | \$ 300 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Educational | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Lab | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Pharmacy | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Medical | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Office | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 6. Travel | \$ 130 | -00 | \$ 130 | \$ 130 | -00 | \$ 130 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 7. Occupancy | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 8. Current Expenses | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Telephone and internet | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Postage | \$ 33 | -00 | \$ 33 | \$ 33 | -00 | \$ 33 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Subscriptions | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Audit and Legal | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Insurance | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Board Expenses | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 9. Software | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 12. Subcontracts/Agreements | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| 13. Other (specific details mandatory): | \$ - | - | \$ 1637 | \$ 1637 | -00 | \$ 1637 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| | \$ 13363 | - | \$ 1637 | \$ 15000.00 | - | \$ 15000.00 | \$ - | - | \$ - | \$ - | - | \$ - | \$ - | - | \$ - |
| Total | \$ 40900.00 | | \$ 40400.00 | \$ 41900.00 | | \$ 41900.00 | | | | | | | | | |

Page 6 of 6

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

Budget/Program Name: Budget Request for: Business Community of New Hampshire

Budget Period: Social Service

10/01/2015 - 06/30/2016

| Line Item | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|-------------|------|------------|------|-------------|------|------|------|------|------|------|------|------|------|------|------|
| 1. Total Salary/Wages | \$ 32730 | -00 | \$ - | \$ - | \$ 32730 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 6000 | -00 | \$ - | \$ - | \$ 6000 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ 900 | -00 | \$ - | \$ - | \$ 900 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 390 | -00 | \$ - | \$ - | \$ 390 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone and internet | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 61 | -00 | \$ - | \$ - | \$ 61 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | - | \$ 4910 | -00 | \$ 4910 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 40081.00 | | \$ 4910.00 | | \$ 44999.00 | | | | | | | | | | | |

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

Budget/Program Name: Budget Request for: Business Community of New Hampshire
 Social Service
 Budget Period: 07/01/2016 - 09/30/2016

| Line Item | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|------------------------|------|------------------------|------------------------|------|------------------------|------|------------------------|------|------------------------|------|------------------------|------|------------------------|------|
| 1. Total Salary/Wages | \$ 10900 | -00 | \$ - | \$ 10900 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 2000 | -00 | \$ - | \$ 2000 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ 300 | -00 | \$ - | \$ 300 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 130 | -00 | \$ - | \$ 130 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone and internet | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 33 | -00 | \$ - | \$ 33 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | -00 | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 13363 | - | \$ 1637 | \$ 15000.00 | - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 40000.00 | | \$ 40000.00 | \$ 40000.00 | |

RAVW

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Bidder/Program Name: Budget Request for: Business Community of New Hampshire
 Budget Period: Social Service
 10/01/2014 - 09/30/2015

| Line Item | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|--------------|------|-------------|------|--------------|------|------|------|------|------|------|------|------|------|------|------|------|
| 1. Total Salary/Wages | \$ 43640 | -00 | \$ - | \$ - | \$ 43640 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 8000 | -00 | \$ - | \$ - | \$ 8000 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ 1200 | -00 | \$ - | \$ - | \$ 1200 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 520 | -00 | \$ - | \$ - | \$ 520 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone and internet | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 94 | -00 | \$ - | \$ - | \$ 94 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ 6546 | -00 | \$ 6546 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 53,454.00 | | \$ 6,546.00 | | \$ 60,000.00 | | | | | | | | | | | | |

APPROVED

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Bidder/Program Name: Budget Request for: Bilinguals Community of New Hampshire
 Budget Period: Social Service
 10/01/2015 - 09/30/2016

| Line Item | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|--------------|------|-------------|------|--------------|------|------|------|------|------|------|------|------|------|------|------|
| 1. Total Salary/Wages | \$ 43640 | -00 | \$ - | \$ - | \$ 43640 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 8000 | -00 | \$ - | \$ - | \$ 8000 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ 1200 | -00 | \$ - | \$ - | \$ 1200 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 520 | -00 | \$ - | \$ - | \$ 520 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone and internet | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 94 | -00 | \$ - | \$ - | \$ 94 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | -00 | \$ - | \$ - | \$ - | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ 6546 | -00 | \$ 6546 | -00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 53,454.00 | | \$ 6,546.00 | | \$ 60,000.00 | | | | | | | | | | | |

eduvo

A Percent of Direct

Narapati Poudyal

Objective: To make an immediate and positive contribution to a team of individuals that will accomplish organizational objectives for growth and integrity.

- Skills:**
- Knowledge and experience to assist newly arrived refugees in the state of New Hampshire to access the available social services including housing, food, cash, medical, immigration, employment assistance and education.
 - Ability to recognize and anticipate behavioral changes with regards to refugee and low income population.
 - Possess necessary skills to describe, document and reports individual cases with regards to goal achievements and overall progress.
 - Speak Nepali, Hindi, English and interpretation skill as well.
 - Computer Hardware & Networking, Graphic Design (Adobe PageMaker, Adobe Photoshop, Corel Draw, Macromedia Freehand), and MCSE, LINUX skills

Experience: Bhutanese Community of NH Manchester, NH
Case Management Coordinator Oct. 2012 - Present

- Effective case management of 80 cases
- Assist Executive Director in program management
- Liaise with the stake holders and community resources

Somali Development Center Manchester, NH
Bhutanese Case Manager March 2011-Sept. 2012

- Assisting needy individuals and families of Bhutanese refugee in the city of Manchester.

Assured Computing Technologies: July 2010 – March 2011
Computer Technician

- Technical development and customer services to Retail stores, hotels and restaurants, and other private offices in New England region.
- In-house Office Administrative and computing support including software, hardware and networking.

International Institute of NH: July 2009- June 2010.
Case Management- Intern. Work Experience program of NHEP.

- Assist refugees in application for welfare benefits in DHHS, Social security cards and income, setting up gas and utilities, liaison with various property management and land lords in coordination with

the staff of IINH.

- Assist refugees to access health benefits from Health Department, hospitals and clinics.
- Perform administrative function as receptionist in the office.
- Bridge the gap between the agencies, volunteers and refugees in the city.
- Arrange refugees' referrals to various stake holders in human, social and medical services.
- Comprehensive guidance and counseling to youths, elders and disabled and help them navigate the appropriate resources to address their specific problems.

Education:

| | |
|--|---|
| SNHU Bachelor of Liberal Arts (Prerequisite) | Manchester, NH March 2014 – Present |
| Cross Cultural Communication Systems, Inc <u>The Art of Medical Interpretation</u> | Manchester, NH Aug. 2012 |
| Refugee Health Technical Assistance Center QPR Training (Gatekeeper) for Suicide prevention | Boston, MA Sept. 2011 |
| University of North Bengal <u>Bachelor of Arts</u> | West Bengal, India Aug. 02 – Aug. 05 |
| Network Systems <u>MCSE, LINUX Training</u> | Jhapa, Nepal June 08 –Dec. 08 |
| Frontech Computer Institute <u>Diploma in Hardware and Networking</u> | Jhapa, Nepal Nov. 05 – March 07 |