

36A



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

Nicholas A. Toumpas  
Commissioner

Trinidad L. Tellez  
Director

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

February 21, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a contract with Bhutanese Community of New Hampshire, Inc. (VC# 228820, B001), 518 Chestnut Street, Manchester, New Hampshire 03101, in the amount not to exceed, \$75,000.00 to provide services for New Hampshire refugees, aged 60 and over effective upon Governor and Council approval through September 29, 2015. Funds are available in State Fiscal Year 2013 and anticipated to be available in State Fiscal Years, 2014 - 2016 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-95-950010-5958 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, REFUGEE CASH & MEDICAL

SFY	Appropriation	Class/Object	Class Title	Amount
2013	010-095-59580000	102-500731	Contracts for Program Services	<u>\$17,194.00</u>
			Subtotal	\$17,194.00

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

SFY	Appropriation	Class/Object	Class Title	Amount
2014	010-042-79220000	102-500731	Contracts for Program Services	\$26,571.00
2015	010-042-79220000	102-500731	Contracts for Program Services	\$25,000.00
2016	010-042-79220000	102-500731	Contracts for Program Services	<u>\$6,235.00</u>
			Subtotal	\$57,806.00

Grand Total \$75,000.00

**EXPLANATION**

Funds are derived from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

Under this contract the Bhutanese Community of New Hampshire, Inc. agrees to provide 30 refugees 60 years of age or older in Concord and Manchester, services that promote integration and remove barriers to citizenship. Services provided under this agreement will result in increased use of mainstream elderly service; increased access to culturally and linguistically appropriate services and increased naturalization rates for refugees 60 and over.

If this contract is not approved by Governor and Council, fewer elderly refugees will achieve citizenship status; resolve issues relative to housing, financial support, health/mental health and family concerns; or decrease isolation from the mainstream community. In addition, mainstream elderly service providers will not receive training that will enable them to serve elderly refugees in a culturally appropriate manner.

The Request for Proposals was advertised in the New Hampshire Union Leader for three days, October 16, 17, and 18, 2012, and was disseminated widely through relevant contact lists, including the New Hampshire Refugee Advisory Council and the New Hampshire Health and Equity Partnership, which represent a broad array of stakeholders. Three proposals were submitted. An evaluation team comprised of three Office of Minority Health and Refugee Affairs staff and one member of the Association for the Advancement of Retired Persons (AARP) were chosen for their knowledge of older refugee issues. Each member of the team ranked each of the proposals numerically based upon the criteria in the Request for Proposals. The Bhutanese Community of New Hampshire, Inc. was selected to provide services in Concord and Manchester because their proposal successfully addressed goals outlined in the Request for Proposals. The Lutheran Community Services, Inc. and the International Institute of Boston, Inc. were also selected to provide services focused on case management in Concord and Manchester respectively. A Bid Summary including the list of bidders, the Review Criteria matrix with final scores and names of the evaluators is attached.

The Bhutanese Community of New Hampshire, Inc. is a new organization and will not be required to have an audit performed until 2014; therefore financial statements are not available.

Performance measures for this contract include:

- Demonstrate participation of 15 older refugees in mainstream elder services.
- Demonstrate participation of 30 older refugees in citizenship classes leading to naturalization.
- Demonstrate knowledge of barriers to integration for 20 older refugees.
- Demonstrate increased integration and well-being in older refugee client pool.

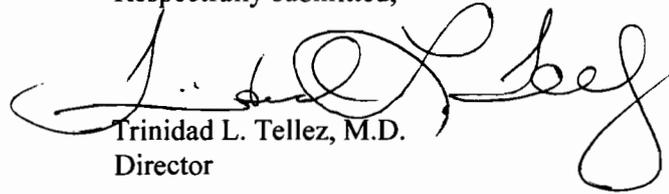
Performance will be monitored through monthly team meetings with the State Refugee Coordinator and other Services for Older Refugees contractors to coordinate resources, evaluate goals and communicate progress. The Bhutanese Community of New Hampshire, Inc. will also be required to provide semi-annual and final reports of outcomes as defined in the scope of services.

Area served: Hillsborough and Merrimack Counties

Source of Funds: One hundred percent Federal Funds derived from a grant made available through the federal Office of Refugee Resettlement through the discretionary Services for Older Refugees program.

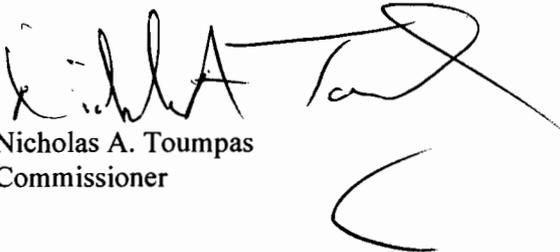
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

Program Name  
 Contract Purpose  
 RFP Score Summary

Services for Older Refugees

RF/RFP CRITERIA	Max Pts	BCNH	IIB	LCS				
Experience and Capacity	15	9.8	11.5	11.8	0.00			
Need & Target Population	20	13.8	13.5	17.3	0.00			
Approach	30	22.5	20.3	24.8	0.00			
Collaboration/Partnerships	10	5.5	5.8	8.3	0.00			
Outcomes	20	14.5	14.3	16.5	0.00			
Budget	5	4.0	3.8	4.5	0.00			
<b>TOTAL POINTS</b>	<b>100</b>	<b>70.00</b>	<b>69.00</b>	<b>83.00</b>	<b>0.00</b>			

BUDGET REQUEST		Year 01	Year 02	Year 03	Year 04	TOTAL BUDGET REQUEST
		85,638.00	100,000.00	50,000.00	-	-
		85,638.00	100,000.00	50,000.00	-	-
		85,638.00	100,000.00	50,000.00	-	-
		-	-	-	-	-
		256,914.00	300,000.00	150,000.00	-	-
<b>BUDGET AWARDED</b>						
	Year 01	25,000.00	35,000.00	40,000.00	-	-
	Year 02	25,000.00	35,000.00	40,000.00	-	-
	Year 03	25,000.00	35,000.00	40,000.00	-	-
	Year 04	-	-	-	-	-
	<b>TOTAL BUDGET AWARDED</b>	<b>75,000.00</b>	<b>105,000.00</b>	<b>120,000.00</b>	<b>-</b>	<b>-</b>

RFP Reviewers		Name	Job Title	Dept/Agency	Qualifications
1		Douglas McNutt	Assoc State Director	AARP NH	
2		Germano Martins	Community Relations Mgr	DHHS	
3		Barbara Sebart	State Refugee Coordinator	OMHRA, DHHS	
4		Trinidad Tellez	Director	OMHRA, DHHS	
5					
6					
7					
8					
9					
10					

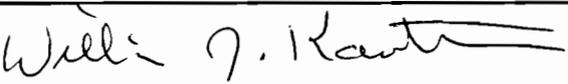
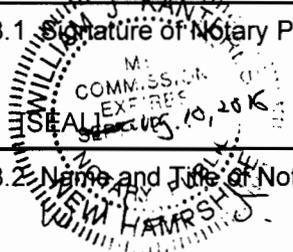
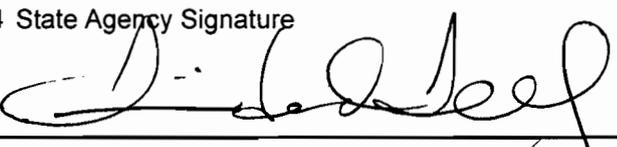
Subject: Bhutanese Community of New Hampshire, Inc.—Services for Older Refugees

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Office of Minority Health and Refugee Affairs		1.2 State Agency Address 97 Pleasant Street, Thayer Building Concord, NH 03301	
1.3 Contractor Name Bhutanese Community of New Hampshire, Inc.		1.4 Contractor Address 518 Chestnut Street, Manchester, NH 03101	
1.5 Contractor Phone No. (603) 232-1829	1.6 Account Number 010-095-59580000-102 010-042-79220000-102	1.7 Completion Date September 29, 2015	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Barbara Seebart, Refugee Coordinator		1.10 State Agency Telephone Number (603) 271-8557	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tika Acharya, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>1/23/13</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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>W. Kanter, Notary</u> , <u>Term expires 8/10/16</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Tellez, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>Kanne P. Herrick, Attorney</u> On: <u>6 Feb. 2013</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

(2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of,

based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**Bhutanese Community of New Hampshire, Inc.**

**EXHIBIT A**

**SCOPE OF SERVICES**

Under this contract, the Bhutanese Community of New Hampshire, Inc. will provide refugees aged 60 and older in Hillsborough and Merrimack Counties with services that promote integration and citizenship by providing services that assist older refugees to remove barriers to and prepare for naturalization. Eligible activities will result in increased use of mainstream elderly services and increased naturalization rates for refugees 60 and over. This agreement consists of the following documents: Exhibits A, B, C, C1, D, E, F, G, H, I and J which are all incorporated herein by reference as if fully set forth herein.

The following activities will be provided through this contract:

1. Attend monthly or quarterly meetings of elderly service providers.
2. Perform home visits and needs assessments for 20 older refugees.
5. Link 15 older refugees to mainstream services.
6. Collaborate in the development of culturally appropriate educational resources relative to naturalization.
7. Facilitate enrollment of 30 older refugees in citizenship classes.
8. Provide counseling and advocacy for 30 older refugees seeking naturalization.
9. Advocate for 30 older refugees in housing, financial support, health/ mental health and family concerns.
10. Coordinate 3 trainings that decrease isolation and support independence such as bus training, as needed.
11. Maintain records and complete semi-annual reporting requirements.
12. Attend semi-monthly statewide meetings of Older Refugee Project grantees and Office of Minority Health and Refugee Affairs staff.

Contractor Initials TA  
Date 2/23/13

**Bhutanese Community of New Hampshire, Inc.**

Monitoring

1. Submit semi-annual reports, as prescribed by the grantor, the federal Office of Refugee Resettlement to the NH Office of Minority Health and Refugee Affairs. The NH Office of Minority Health and Refugee Affairs will monitor the contract.

Contractor Initials TA  
Date 01/23/13

**Bhutanese Community of New Hampshire, Inc.**  
**EXHIBIT B**

**CONTRACT PRICE**

In consideration of the satisfactory performance of the Services as determined by the State, the State agrees to pay over to the Contractor, funds not to exceed \$75,000.00.

1. Payments under this contract are not to exceed \$75,000 for the project period beginning upon approval by Governor and Council - September 29, 2015 and not to exceed \$25,000.00 per budget period as defined:

Budget Year 1: Upon Governor and Council approval - September 29, 2013

Budget Year 2: September 30, 2013 - September 29, 2014

Budget Year 3: September 30, 2014 - September 29, 2015

2. Funding of this contract is contingent upon the continued sufficient funding of the Older Refugee Grant as awarded by the Administration for Children and Families Office of Refugee Resettlement for the Project Period starting upon approval by Governor and Council through September 29, 2015.
3. Reimbursements for services provided shall be made by the State on a monthly basis after receipt and review of monthly expenditure reports submitted by the Bhutanese Community of New Hampshire, Inc. to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall include at a minimum the line items as outlined in the approved budget. Monthly expenditure reports shall be submitted no later than 30 days after the close of the month.
4. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
5. Payments will be made by DHHS within 60 days of receipt of conforming invoice. Final invoices for the preceding budget year must be submitted annually by October 31st.

CFDA Title: Refugee and Entrant Assistance Discretionary Grants

CDFA No: 93.576

Award Name: New Hampshire Elderly Project

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

Contractor Initials TA  
Date 01/23/13

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Page 4 of 4**

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

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

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



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.

Initial: ER  
Date: 03/12/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Bhutanese Community of NH	From: 2/20/2013	To: 9/29/2015
(Contractor Name)	(Period Covered by this Certification)	

Tika Acharya, Executive Director  
 (Name & Title of Authorized Contractor Representative)

	1/23/2013
(Contractor Representative/Signature)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 2/20/2013 through 9/29/2015

---

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

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

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

  
(Contractor Representative Signature)

Tika Acharya, Executive Director  
(Authorized Contractor Representative Name & Title)

Bhutanese Community of NH  
(Contractor Name)

01/23/2013  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: TA

Date: 01/23/13

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

**PRIMARY COVERED TRANSACTIONS**

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



**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Tika Acharya, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Bhutanese Community of NH  
\_\_\_\_\_  
(Contractor Name)

01/23/2013  
\_\_\_\_\_  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Tika Acharya, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Bhutanese Community of NH  
\_\_\_\_\_  
(Contractor Name)

January 23, 2013  
\_\_\_\_\_  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

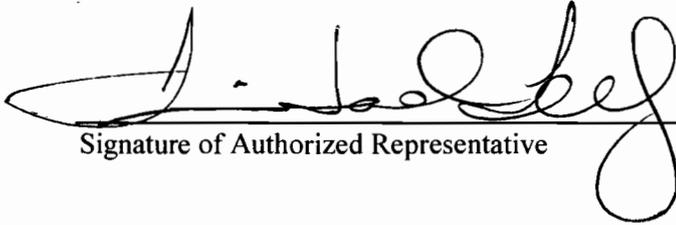
(6) **Miscellaneous**

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

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

Department of Health and Human Services  
The State Agency Name

Bhutanese Community of NH  
Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Trinidad Tellez  
Name of Authorized Representative

Tika Acharya  
Name of Authorized Representative

Director  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

1/31/13  
Date

01/23/2013  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

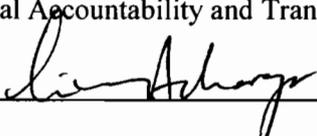
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

Tika Acharya, Executive Director  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Bhutanese Community of NH.  
\_\_\_\_\_  
(Contractor Name)

01/23/13  
\_\_\_\_\_  
(Date)

Contractor initials: TA  
Date: 01/23/13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 0783995560000

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

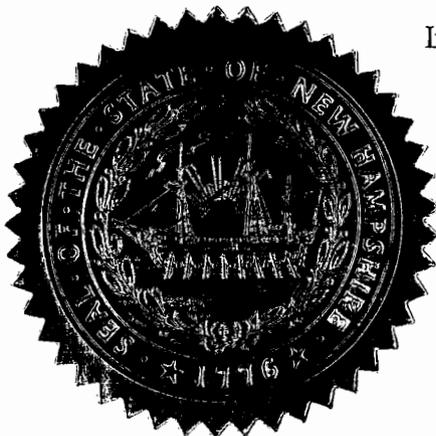
Contractor initials: TA  
Date: 01/23/13

# 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 formed 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 10<sup>th</sup> day of October, A.D. 2012

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without Seal)

1. 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 01/02/2013 :  
(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 Older Refugees 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 23<sup>rd</sup> day of January, 2013.  
(Date Contract Signed)

4. Tika Acharya is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

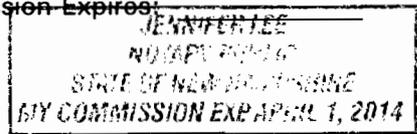
The forgoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2013.

By Rudra Timsina.  
(Name of Clerk of the Corporation)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2013

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 365 Nashua Street Milford NH 03055	<b>CONTACT NAME:</b> Gail Douglas <b>PHONE (A/C No, Ext):</b> 603-673-0500 <b>E-MAIL ADDRESS:</b> gdouglas@eatonberube.com	<b>FAX (A/C, No):</b> 603-673-7458
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> BHUCO Bhutanese Community of New Hampshire 510 Chestnut Street Manchester NH 03103	<b>INSURER A:</b> Peerless Insurance Co <span style="float: right;">NAIC # 24198</span>	
	<b>INSURER B:</b> Riverport Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1116749055 **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.

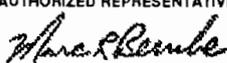
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		CBP1066906	8/16/2012	8/16/2013	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$15000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC288300561200	8/16/2012	8/16/2013	<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)

Non Owned & Hired Auto Liability \$1,000,000  
Workers Comp - NH Officer Excluded: Tika Acharya

### CERTIFICATE HOLDER

### CANCELLATION

OMHRA, DHHS 97 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

**Comprehensive General Liability Insurance Acknowledgement Form**

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

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

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

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

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

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

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.					
\$	Per Claim	\$	Per Occurrence	\$	General Aggregate
	100,000				2,000,000
Signature & Title <u>Dy. Director</u>				Date <u>8/17/12</u>	

This acknowledgement must be returned with your proposal.



# Bhutanese Community of New Hampshire

510 Chestnut Street  
Manchester, NH 03101

Phone: (603) 232-1829

[www.bhutanesecommunitynh.org](http://www.bhutanesecommunitynh.org)

Email: [bcnh@bhutanesecommunitynh.org](mailto:bcnh@bhutanesecommunitynh.org)

---

## BCNH Board of Directors:

s/n	Name	Location
1	Bhagirath Khatiwada	Concord, NH
2	Krishna Nepal	Manchester, NH
3	Bir Jogi	Laconia, NH
4	Leela Rai	Concord, NH
5	Ishori Nepal	Manchester, NH
6	Pema Tamang	Concord, NH
7	Rup Timsina	Concord, NH
8	Damu Timsina	Laconia, NH

## Mission Statement

The mission of Bhutanese Community of New Hampshire (BCNH) is to consistently and effectively provide excellent, satisfactory and accessible community services to all Bhutanese communities resettled and in the process of resettling in New Hampshire. These services help Bhutanese 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 Bhutanese 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.

**Bhutanese Community of NH**  
Services of Older Refugees:

Key Personnel:

**Year 1:**

Program Coordinator: Tika R Subedi  
\$ 41,600.00 Annual Salary  
\$ 9,000.00 Charged to contract. Represent 0.462 FTE.  
\$ 1,800.00 Charged for benefits.

Program Director: Tika Acharya  
\$52,000.00 Annual Salary  
\$4,545.00 Charged to contract. Represent 0.15 FTE  
\$909.00 Charged for benefits

**Year 2 and 3:**

Program Coordinator: Tika R Subedi  
\$ 41,600.00 Annual Salary  
\$ 8,497.00 Charged to contract. Represent 0.204 FTE.  
\$ 1,700.00 Charged for benefits

Program Director: Tika Acharya  
\$52,000.00 Annual Salary  
\$6,503.00 Charged to contract. Represent 0.125 FTE  
\$1,300.00 Charged for benefits

**Older Refugee Grant Budget**

Budget for State Fiscal Period 1: 02/20/13 - 6/30/13				Budget for State Fiscal Period 2: 7/1/13 - 9/29/13				Budget for ENTIRE Project Period 02/20/13 - 9/29/13			
Line Item	Funds Requested	Contractor In-Kind Funds	Total	Line Item	Funds Requested	Contractor In-Kind Funds	Total	Line Item	Funds Requested	Contractor In-Kind Funds	Total
A. Personnel	\$ 9,000.00	\$	\$ 9,000.00	A. Personnel	\$ 4,346.50	\$	\$ 4,346.50	A. Personnel	\$ 13,346.50	\$	\$ 13,346.50
B. Fringe Benefits	\$ 1,800.00	\$	\$ 1,800.00	B. Fringe Benefits	\$ 909.30	\$	\$ 909.30	B. Fringe Benefits	\$ 2,709.30	\$	\$ 2,709.30
C. Travel	\$ 1,200.00	\$	\$ 1,200.00	C. Travel	\$ 780.97	\$	\$ 780.97	C. Travel	\$ 1,980.97	\$	\$ 1,980.97
D. Equipment	\$ 1,000.00	\$	\$ 1,000.00	D. Equipment	\$	\$	\$	D. Equipment	\$ 1,000.00	\$	\$ 1,000.00
E. Supplies	\$ 441.00	\$	\$ 441.00	E. Supplies	\$ 330.86	\$	\$ 330.86	E. Supplies	\$ 771.86	\$	\$ 771.86
F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$
G. Construction	\$	\$	\$	G. Construction	\$	\$	\$	G. Construction	\$	\$	\$
H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$
Interpreters/Professional				Interpreters/Professional				Interpreters/Professional			
o Assistance to Clients				o Assistance to Clients				o Assistance to Clients			
o Postage	\$ 260.00		\$ 260.00	o Postage				o Postage	\$ 260.00		\$ 260.00
o Printing	\$ 1,173.00		\$ 1,173.00	o Printing				o Printing	\$ 1,173.00		\$ 1,173.00
o Telephone	\$ 300.00		\$ 300.00	o Telephone	\$ 120.00		\$ 120.00	o Telephone	\$ 420.00		\$ 420.00
o Rent / Occupancy	\$ 400.00		\$ 400.00	o Rent / Occupancy	\$ 300.00		\$ 300.00	o Rent / Occupancy	\$ 700.00		\$ 700.00
I. Total Direct Charges	\$ 15,574.00	\$	\$ 15,574.00	I. Total Direct Charges	\$ 6,987.63	\$	\$ 6,987.63	I. Total Direct Charges	\$ 22,561.63	\$	\$ 22,561.63
J. Indirect Charges	\$ 1,620.00	\$	\$ 1,620.00	J. Indirect Charges	\$ 818.37	\$	\$ 818.37	J. Indirect Charges	\$ 2,438.37	\$	\$ 2,438.37
<b>TOTAL</b>	\$ 17,194.00	\$	\$ 17,194.00	<b>TOTAL</b>	\$ 7,806.00	\$	\$ 7,806.00	<b>TOTAL</b>	\$ 25,000.00	\$	\$ 25,000.00

NH DHHS, Office of Minority Health & Refugee Affairs

Services for Older Refugee Grant Budget

Budget for State Fiscal Period 1: 9/30/13 - 6/30/14				Budget for State Fiscal Period 2: 7/1/14 - 9/29/14				Budget for ENTIRE Project Period 9/30/13 - 9/29/14			
Line Item	Funds Requested	Contractor Fee-Kind Funds	Total	Line Item	Funds Requested	Contractor Fee-Kind Funds	Total	Line Item	Funds Requested	Contractor Fee-Kind Funds	Total
A. Personnel	\$ 11,250.00	\$	\$ 11,250.00	A. Personnel	\$ 3,750.00	\$	\$ 3,750.00	A. Personnel	\$ 15,000.00	\$	\$ 15,000.00
B. Fringe Benefits	\$ 2,250.00	\$	\$ 2,250.00	B. Fringe Benefits	\$ 750.00	\$	\$ 750.00	B. Fringe Benefits	\$ 3,000.00	\$	\$ 3,000.00
C. Travel	\$ 1,200.00	\$	\$ 1,200.00	C. Travel	\$ 400.00	\$	\$ 400.00	C. Travel	\$ 1,600.00	\$	\$ 1,600.00
D. Equipment	\$	\$	\$	D. Equipment	\$	\$	\$	D. Equipment	\$	\$	\$
E. Supplies	\$ 540.00	\$	\$ 540.00	E. Supplies	\$ 240.00	\$	\$ 240.00	E. Supplies	\$ 780.00	\$	\$ 780.00
F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$
G. Construction	\$	\$	\$	G. Construction	\$	\$	\$	G. Construction	\$	\$	\$
H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$
o Interpreters/Professional				o Interpreters/Professional				o Interpreters/Professional			
o Assistance to Clients				o Assistance to Clients				o Assistance to Clients			
o Postage	\$ 240.00	\$	\$ 240.00	o Postage	\$	\$	\$	o Postage	\$ 240.00	\$	\$ 240.00
o Printing	\$	\$	\$	o Printing	\$	\$	\$	o Printing	\$	\$	\$
o Telephone	\$ 360.00	\$	\$ 360.00	o Telephone	\$ 120.00	\$	\$ 120.00	o Telephone	\$ 480.00	\$	\$ 480.00
o Rent / Occupancy	\$ 900.00	\$	\$ 900.00	o Rent / Occupancy	\$ 300.00	\$	\$ 300.00	o Rent / Occupancy	\$ 1,200.00	\$	\$ 1,200.00
I. Total Direct Charges	\$ 16,740.00	\$	\$ 16,740.00	I. Total Direct Charges	\$ 5,560.00	\$	\$ 5,560.00	I. Total Direct Charges	\$ 22,300.00	\$	\$ 22,300.00
J. Indirect Charges	\$ 2,025.00	\$	\$ 2,025.00	J. Indirect Charges	\$ 675.00	\$	\$ 675.00	J. Indirect Charges	\$ 2,700.00	\$	\$ 2,700.00
TOTAL	\$ 18,765.00	\$	\$ 18,765.00	TOTAL	\$ 6,235.00	\$	\$ 6,235.00	TOTAL	\$ 25,000.00	\$	\$ 25,000.00

NH DHHS, Office of Minority Health & Refugee Affairs

**Older Refugee Grant Budget**

Budget for State Fiscal Period 1: 9/30/14 - 6/30/15				Budget for State Fiscal Period 2: 7/1/15 - 9/29/15				Budget for ENTIRE Project Period 9/30/14 - 9/29/15			
Line Item	Funds Requested	Contractor Fee-Kind Funds	Total	Line Item	Funds Requested	Contractor Fee-Kind Funds	Total	Line Item	Funds Requested	Contractor Fee-Kind Funds	Total
A. Personnel	\$ 11,250.00	\$	\$ 11,250.00	A. Personnel	\$ 3,750.00	\$	\$ 3,750.00	A. Personnel	\$ 15,000.00	\$	\$ 15,000.00
B. Fringe Benefits	\$ 2,250.00	\$	\$ 2,250.00	B. Fringe Benefits	\$ 750.00	\$	\$ 750.00	B. Fringe Benefits	\$ 3,000.00	\$	\$ 3,000.00
C. Travel	\$ 1,200.00	\$	\$ 1,200.00	C. Travel	\$ 400.00	\$	\$ 400.00	C. Travel	\$ 1,600.00	\$	\$ 1,600.00
D. Equipment	\$	\$	\$	D. Equipment	\$	\$	\$	D. Equipment	\$	\$	\$
E. Supplies	\$ 540.00	\$	\$ 540.00	E. Supplies	\$ 240.00	\$	\$ 240.00	E. Supplies	\$ 780.00	\$	\$ 780.00
F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$	F. Contractual	\$	\$	\$
G. Construction	\$	\$	\$	G. Construction	\$	\$	\$	G. Construction	\$	\$	\$
H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$	H. Other - list items	\$	\$	\$
o				o				o Interpreters/Professional			
o Assistance to Clients				o Assistance to Clients				o Assistance to Clients			
o Postage	\$ 240.00	\$	\$ 240.00	o Postage				o Postage	\$ 240.00		\$ 240.00
o Printing	\$ 360.00	\$	\$ 360.00	o Printing				o Printing	\$ 480.00		\$ 480.00
o Telephone	\$ 900.00	\$	\$ 900.00	o Telephone	\$ 120.00	\$	\$ 120.00	o Telephone	\$ 1,200.00		\$ 1,200.00
o Rent / Occupancy				o Rent / Occupancy	\$ 300.00	\$	\$ 300.00	o Rent / Occupancy			
I. Total Direct	\$ 16,740.00	\$	\$ 16,740.00	I. Total Direct	\$ 5,560.00	\$	\$ 5,560.00	I. Total Direct Charges	\$ 22,300.00	\$	\$ 22,300.00
J. Indirect Charges	\$ 2,025.00	\$	\$ 2,025.00	J. Indirect Charges	\$ 675.00	\$	\$ 675.00	J. Indirect Charges	\$ 2,700.00	\$	\$ 2,700.00
<b>TOTAL</b>	\$ 18,765.00		\$ 18,765.00	<b>TOTAL</b>	\$ 6,235.00		\$ 6,235.00	<b>TOTAL</b>	\$ 25,000.00		\$ 25,000.00

NH DHHS, Office of Minority Health & Refugee Affairs

**BCNH Budget Justification—SOR 2/20/13 to 6/30/13**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$9,000.00	.15 FTE of \$52,000 Program Director salary for 4 months plus .462 FTE of \$41,600 Program Coordinator salary for 4 months
<b>B. Employee Benefits</b>		\$1,800.00	Benefits calculated at 20%
<b>C. Travel</b>		\$1,200.00	2400 miles at \$.50 per miles including 500 miles for volunteer consultant travel to and from NH.
<b>D. Equipment</b>		\$1,000.00	Estimated cost for a laptop includes software program cost.
<b>E. Supplies</b>		\$441.00	Total supplies estimated in the beginning to set up files and documents for 30 refugees.
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$2,133.00	\$260 for postage, \$1173.34 is estimated for brochure design and printing, \$300 Telephone (\$40/m for 4 months and \$140 is estimated for a phone set cost) and occupancy \$400(\$100 each month to share with other program).
<b>I. Total Direct Charges</b>		\$15574.00	
<b>J. Indirect Costs</b>		\$1620.00	Indirect is calculated at 15% of Direct charges excluding operational to meet the cost for administration, financial reporting, and payroll and benefit management, book/records keeping. At no time do these expenditures include the cost of direct supervisory staff (budgeted directly by the program) or fund-raising expense.

**BCNH Budget Justification—SOR 7/1/13 to 9/29/13**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$4546.5	.15 FTE of \$52,000 Program Director salary for 3 months plus .25 FTE of \$41,600 Program Coordinator salary for 3 months
<b>B. Employee Benefits</b>		\$909.3	Benefits calculated at 20%
<b>C. Travel</b>		\$780.97	1561.94 miles at \$.50 per mile.
<b>D. Equipment</b>			
<b>E. Supplies.</b>		330.86	Supplies estimated for 3 months during the program first year.
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$420.00	\$300 for occupancy for 3 months, Telephone \$120(\$40/m).
<b>I. Total Direct Charges</b>		\$6987.63	
<b>J. Indirect Costs</b>		\$818.37	Indirect is calculated at 15%--see above.

**BCNH Budget Justification—SOR 9/30/13 to 6/30/14**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$11250.00	.125 FTE of \$52,000 Program manager salary for 9 months plus .204 FTE of \$41,600 Program Coordinator salary for 9 months
<b>B. Employee Benefits</b>		\$2250.00	Benefits calculated at 20%
<b>C. Travel</b>		\$1200.00	2400 miles at \$ .50 per mile
<b>D. Equipment</b>			
<b>E. Supplies</b>		\$540.00	Total supplies estimated in for the second year.
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$1500.00	\$240 for postage, \$ 360 for Telephone, \$ 900 for occupancy shares of the cost for 9 months.
<b>I. Total Direct Charges</b>		\$16,740.00	
<b>J. Indirect Costs</b>		\$2025.00	Indirect is calculated at 15% see above

**BCNH Budget Justification—SOR 7/1/14 to 9/29/14**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$3750.00	.125 FTE of \$52,000 Program Director salary for 3 months plus .204 FTE of \$41,600 Program Coordinator salary for 3 months
<b>B. Employee Benefits</b>		\$750.00	Benefits calculated at 20%
<b>C. Travel</b>		\$400.00	800 miles at \$ .50 per mile
<b>D. Equipment</b>			
<b>E. Supplies.</b>		\$240.00	Total supplies estimated during the second year
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$420.00	\$120 for Telephone and \$ 300 for occupancy for 3 months.
<b>I. Total Direct Charges</b>		\$5560.00	
<b>J. Indirect Costs</b>		\$675.00	Indirect is calculated at 15%--see above

**BCNH Budget Justification—SOR 9/30/14 to 6/30/15**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$11250.00	.125 FTE of \$52,000 Program manager salary for 9 months plus .204 FTE of \$41,600 Program Coordinator salary for 9

			months
<b>B. Employee Benefits</b>		\$2250.00	Benefits calculated at 20%
<b>C. Travel</b>		\$1200.00	2400 miles at \$ .50 per mile
<b>D. Equipment</b>			
<b>E. Supplies</b>		\$540.00	Total supplies estimated in for the third year.
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$1500.00	\$240 for postage, \$ 360 for Telephone, \$ 900 for occupancy shares of the cost for 9 months.
<b>I. Total Direct Charges</b>		\$16,740.00	
<b>J. Indirect Costs</b>		\$2025.00	Indirect is calculated at 15% see above

**BCNH Budget Justification—SOR 7/1/15 to 9/29/15**

	<b>In-Kind Amount</b>	<b>Amount</b>	<b>Explanation</b>
<b>A. Personnel</b>		\$3750.00	.125 FTE of \$52,000 Program Director salary for 3 months plus .204 FTE of \$41,600 Program Coordinator salary for 3 months
<b>B. Employee Benefits</b>		\$750.00	Benefits calculated at 20%
<b>C. Travel</b>		\$400.00	800 miles at \$ .50 per mile
<b>D. Equipment</b>			
<b>E. Supplies.</b>		\$240.00	Total supplies estimated during the third year
<b>F. Contractual</b>			
<b>G. Construction—N/A</b>			
<b>H. Other</b>		\$420.00	\$120 for Telephone and \$ 300 for occupancy for 3 months.
<b>I. Total Direct Charges</b>		\$5560.00	
<b>J. Indirect Costs</b>		\$675.00	Indirect is calculated at 15%--see above

# TIKA R. SUBEDI

Date: 11/14/12

## Education:

M.A., Sociology 2002-2004.

Tribhuvan University, Katmandu, Nepal.

Bachelor Degree in Humanities 1999-2001.

Major in English, Economics, Political Science

West Bengal, India

Trained Interpreter SNHAHEC, 2010.

## Service and Employment History:

ESL Teacher Sept, 2010 to now.

English for New Americans (ENA)

Southern New Hampshire Services

Bilingual Parent Liaison Jan, 2011- now

International Institute, Manchester, NH

## Volunteer

International Institute, Manchester, NH June, 2010-Sept.2010

**Vice-Principal (The Blue Moon School)**

**2001-2004**

**ECA In-charge/Counselor (Universal Higher Secondary School)**

**2005-2008**

Duties included: implementing the school curriculum, conducting parents-teachers interactions and meetings, preparation of daily schedule of the entire staff, prepare and conduct examinations, implement school's rules, regulations and discipline, conduct all extracurricular and co-curricular activities, counseling students.

**In-School Resource Teacher/Contact Person/Facilitator (UNHCR)**

**1998-2000**

**Green Vale Academy (Refugee Camp School)**

**Damak, Nepal**

Was responsible for assisting the school administration. Duties included: making weekly/daily schedules, implement the school curriculum, liaison between the school and sub-office and school and parents, facilitate workshops/seminars for teachers and students and design curriculum.

**Volunteer Teacher**

**1993-2001**

Worked as a volunteer in a refugee community for 8 years.

**Refugee Camp, Nepal**

Duties included: helping the community members in Adult Literacy Classes, teaching and civic awareness.

# Tikaram Acharya

**Excutive Director, Bhutanese Community of New Hampshire (part time)** 3 years- current

- Overall management of this Community based non-profit organization to serve the newly arrived refugees in the state of New Hampshire, presently the service recipients are over 2000.
- Plan, organize, implement and control 5 projects with Board, Advisory council, executive committee (includes staff of 10) and over 20 volunteers.
- Attend local and national conferences to develop this organization, grant sourcing and reporting and fund raise
- Recruitment of staff, volunteers, training and development of human capital.
- Starting organization from scratch and presently coordinating 10 staff members managing 6 projects.

## **PROFESSIONAL EXPERIENCE:**

1.5 Years

**Contract Manager: Health Profession Opportunity Project at NH-DHHS.**

- Assists the Project Director with the daily operations of the NH Health Profession Opportunity Project (NH-HPOP).
- Collects, analyzes, and reports data on the performance of NH-HPOP program activities; creates adhoc reports as required by our federal funding entity, the Administration for Children and Families (ACF).
- Reviews, modifies and implements policies and procedures for program operations.
- Initiates, assembles and presents materials for use in the development of improved program objectives in conjunction with government agencies and other officials..
- Analyzes statistical and fiscal reports to ensure compliance with reporting requirements.
- Plans and monitors program activities, clarifying information to ensure uniformity and adherence to policies and procedures.
- Evaluates the development and implementation of operating procedures of new policy and payment systems and monitors services and costs.
- Reviews and presents program status reports and other informational reports for use by administrators in decision-making.
- Cooperates with state and federal officials to meet regulations governing agency programs.

**Banker, Citizens Bank**

1.5 years.

- Sales of Banking products- Assets and liabilities includes Insurance and Investment.
- Banking Basics education and outreach to minorities in the city of Manchester and Concord.
- Retained top 5 Bankers of the region consistently quarter to quarter during the tenure.

**Refugee Congress Member: UNHCR-USA Volunteer**

2 years- current.

- Advocate for Refugee population in USA
- Coordinate and support UNHCR to prepare program strategics.

**Case Manager: New England Farm Workers' Council, Manchester NH.** . . . . . 1 year  
Identifying the need, need analysis, exploring the appropriate educational/skill development program for the youths, forwarding the cases to the resource institution, follow up and post placement services. Effective management of the project including preparing reports to the donor agencies.

**Case Worker:** International Institute of NH, Manchester NH . . . . . .5 year

- Provide quality direct services to newly arrived refugee families daily basis
- Support IINH site Director, Employment Coordinator, and ESOL Coordinator
- Make refugee referrals to community social and welfare service agencies
- Interpret for Bhutanese refugees for health, social service, and legal appointments
- 

**Branch Sales Manager** Sunlife Insurance Company Ltd., Siliguri India . . . . . 6 years

- Recruited and developed a pool of effective Life and Health Insurance Agents, representatives and Brokers for the assigned territory and maintained highest agents retention percentage in the branch.
- Expanded sales growth and achieved targets of US \$2.5 million premium collection annually
- Supervised 25 full-time Agency Managers and 10 commission-based licensed Business Associates
- Coordinated the management of over 500 licensed agents to aggressively prospect, qualify, and identify internal and external life and health care sales
- Effortlessly managed customer service team, facilitated claims resolution and customer care support
- Set up new branch office with complete business production in 3 months

**EDUCATION/Certification:**

**Bachelor's of Science in Business Administration (Marketing)** . . . . . 2001.  
St. Joseph's College . . . . . Darjeeling, University of North Bengal. India.