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

Nicholas A. Toumpas
Commissioner

97 Pleasant Street, Thayer Building, Concord, NH 03301-6504
603-271-3986 Fax: 603-271-0824 TDD Access: 1-800-735-2964

Trinidad L. Tellez, M.D.
Director

September 24, 2012

100% Federal
Retroactive

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a **retroactive** no cost extension of its contract with Lutheran Community Services, (VC 224148, B001), 261 Sheep Davis Road, Suite A-1, Concord, NH 03301, to provide Capacity Building as part of the Health Profession Opportunity Project by extending its contract end date from September 29, 2012 to March 29, 2013, retroactive to September 30, 2012. This request is for a no cost extension only. The amendment will allow Lutheran Community Services to fully meet contract deliverables. The original contract was approved on May 23, 2012 (Item #39) and the amended contract will not exceed the original contract ceiling of \$83,036.00. Funds are available in State Fiscal Year 2013 in the following account with authority to adjust amounts if needed and justified between State Fiscal Years:

05-95-95-950010-5993 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, HEALTH PROF OPPORTUNITIES

SFY	Appropriation	Class/Object	Class Title	Amount	Increase (Decrease) Amount	Revised Modified Budget
2012	010-095-59930000	102-500731	Contracts for Program Services	\$25,708.00	(\$16,855.00)	\$8,853.00
2013	010-095-59930000	102-500731	Contracts for Program Services	\$57,328.00	\$16,855.00	\$74,183.00
Total				\$83,036.00	\$0.00	\$83,036.00

EXPLANATION

The purpose of this Requested Action is to amend the original Agreement by retroactively extending the termination date from September 29, 2012 to March 29, 2013 so that Lutheran Community Services can fully complete contracted deliverables. The timeframe for this project has been short and several essential elements of project implementation have been delayed. Extension of the contract end date required approval from the Administration for Children and Families and securing that approval delayed preparation of this amendment. Amending the contract will ensure that the Health Profession Opportunity Project and its participants receive full benefit from Lutheran Community Services' work. Making the amendment retroactive to the original contract end date will allow important project activities to proceed without interruption or delay.

The purpose of this contract has been to provide a Capacity Building initiative to help to increase stable healthcare employment opportunities for Health Profession Opportunity Project training graduates through sector

based economic development. This initiative is one component of a larger Health Profession Opportunity Project to serve New Hampshire Temporary Assistance to Needy Families recipients and other low-income adults to train for and secure employment in healthcare. The vendor works in partnership with the Office of Minority Health and Refugee Affairs, the federal Administration for Children and Families, and external organizations. The major objective of this Capacity Building initiative and this contract is to build and coordinate an employer network and regional Business Advisory Councils to support job placement for Health Profession Opportunity Project graduates. The vendor has also been responsible to convene peer groups in the regions targeted by the Health Profession Opportunity Project to support youth aging out of foster care to achieve post secondary education. The Health Profession Opportunity Project was approved by Governor and Council on April 13, 2011, item #74 and was subsequently amended and approved by Governor and Council on September 28, 2011, item # 103.

New Hampshire Health Profession Opportunity Project objectives serve as the basis for Capacity Building efforts, in that capacity building is intended to develop systems that can be sustained long term to support Health Profession Opportunity Project goals and objectives. The vendor partners with the Office of Minority Health and Refugee Affairs to achieve these objectives by (1) building a sustainable network of healthcare employers who will work collaboratively to increase access to valued and stable healthcare jobs for previously disadvantaged individuals and by (2) developing or enhancing infrastructure for support of project participants who have aged out of state care, especially through the introduction of healthcare professionals who are willing to mentor groups of youth participants. The vendor will report directly to the Health Profession Opportunity Project Director. The vendor has demonstrated that it has the requisite community economic development and workforce development experience and has the capacity to be flexible and responsive to requests for change in approach, strategy or priorities as the Project evolves. The vendor is experienced in working with employer partners to assist its clientele to achieve stable employment in the face of challenges. The vendor serves youth through its foster care program and understands their challenges to successful transition to adulthood and self-sufficiency. The vendor knows and is well known to required partners and others in the state and understands the unique challenges and barriers faced by vulnerable and minority populations.

Approval for this amendment is necessary to meet the funding requirements from the Administration for Children and Families and to ensure infrastructure development for employer engagement and ongoing activity and to inform the Health Profession Opportunity Project of key strategies to increase access to healthcare occupations for Temporary Assistance to Needy Families recipients and other low-income populations.

The Administration for Children and Families approved this contract amendment prior to submission to Governor and Council, and determined that the contract meets federal requirements for Capacity Building for the New Hampshire Health Profession Opportunity Project over the contract period.

The Office of Minority Health and Refugee Affairs has partnered with the Division of Family Assistance who are responsible for administering the Temporary Assistance to Needy Families program; the Department of Resources and Economic Development, Office of Workforce Opportunity, State Workforce Investment Board; and the Department of Labor, State Apprenticeship Agency, in the project's design and implementation.

Should Governor and Executive Council determine to not authorize this Request, the project will not be able to comply with guidelines set by the federal Administration for Children and Families and the opportunity to fulfill this requirement of this federally funded demonstration project will be lost. The Administration for Children and Families has framed this as a national initiative to find best practices that can be replicated to address issues of unemployment and an under-skilled healthcare workforce. The Administration for Children and Families has dedicated extensive resources to these projects, and it is expected that the larger Health Profession Opportunity Project will be continuously informed and improved upon by an ongoing capacity to create pathways for training and employment for low-income individuals.

This contract was competitively bid. The Request for Proposals was posted on the Department of Health and Human Services website beginning February 23, 2012, and advertised in the New Hampshire Union Leader for three days: February 23, 24, 26, 2012.

Performance for this contract will be monitored quarterly based upon the following:

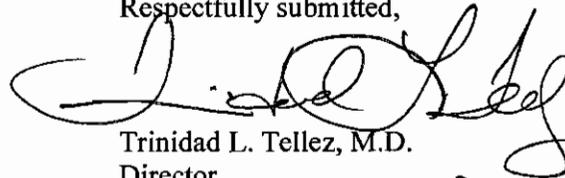
1. Work collaboratively and communicate effectively with the Office of Minority Health and Refugee Affairs and other key stakeholders.
2. Follow work plan, maintain timelines and notify the Office of Minority Health and Refugee Affairs of any changes in work plan or timeline
3. Submit monthly invoices/expenditure reports in a timely manner and with supporting details.
4. Submit other project reports and updates as requested.
5. Participate in a monitoring and evaluation process led by the Office of Minority Health and Refugee Affairs cooperative agreement with the Administration for Children and Families and facilitated by a hired external evaluator.
6. Remain flexible with evaluation criteria to be designated by the Office of Minority Health and Refugee Affairs and the Administration for Children and Families and prepare to incorporate several types of evaluations into regular reporting including an anchor evaluation, a performance management evaluation, and a more in-depth federal evaluation to include uniform data sets and standardized measures across different projects funded by the Administration for Children and Families nationally.
7. Participate as requested in the Employer Research Initiative for Health Profession Opportunity Project, an Administration for Children and Families funded partner project led by Brandeis University's Institute on Assets and Social Policy (IASP).
8. Responsiveness to assurance and certifications.
9. Timely submission of required reports.

Area served: Statewide

Source of Funds: 100% Federal Funds derived from the United States Department of Health and Human Services, Administration for Children and Families through the "Health Profession Opportunity Grants to Serve Temporary Assistance to Needy Families Recipients and Other Low-Income Individuals" program.

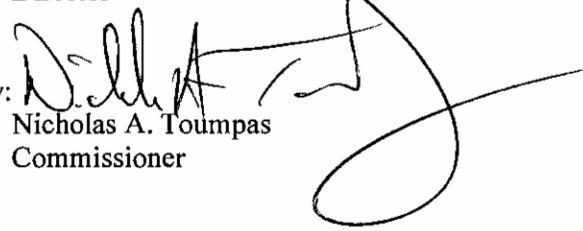
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Program Name HPOF
 Contract Purpose Capacity Building RFP
 RFP Score Summary

RFA/RFP CRITERIA	Max Pts	Fedcap Area 3	LSC Area 2	LSC Area 3	SNHU Area 1	OnSite/OffSite Area 2	SNAHEC Area 1	Lewin Area 1	Lewin Area 2	Lewin Area 3	Lewin Area 4
Experience and Capacity	25	21.00	22.60	22.67	24.00	18.60	23.20	22.50	22.50	22.20	23.00
Approach	40	34.40	35.00	33.50	34.50	29.80	32.80	30.75	29.75	30.20	31.75
Sustainability	25	20.00	21.60	21.33	20.00	18.40	20.20	17.25	17.75	18.00	20.00
Budget	10	8.80	9.80	9.67	8.75	8.00	6.60	8.50	7.25	7.80	8.50
TOTAL POINTS	100	84.20	89.00	87.17	87.25	74.80	82.80	79.00	77.25	78.20	83.25

BUDGET REQUEST	Year 01	40,857.00	27,610.00	33,644.00	76,005.00	24,827.00	124,530.00	126,936.00	142,423.00	92,387.00
	Year 02	-	-	-	-	-	-	-	-	-
	Year 03	-	-	-	-	-	-	-	-	-
	Year 04	-	-	-	-	-	-	-	-	-
TOTAL BUDGET REQUEST		40,857.00	27,610.00	33,644.00	76,005.00	24,827.00	124,530.00	126,936.00	142,423.00	92,387.00
BUDGET AWARDED	Year 01	-	-	-	-	-	-	-	-	-
	Year 02	-	-	-	-	-	-	-	-	-
	Year 03	-	-	-	-	-	-	-	-	-
	Year 04	-	-	-	-	-	-	-	-	-
TOTAL BUDGET AWARDED		-	-	-	-	-	-	-	-	-

RFP Reviewers	Name	Job Title	Dept/Agency	Qualifications
1	Jessica Santos	State Partnership Grant Coord	OMHRA	
2	Yvonne Goldsberry	Senior Director, Community Health	Cheshire Medical	
3	Esteban Lopez	Director of Diversity & Research	NHCUC	
4	Bonnie St. Jean	Senior Director, Community Health	DRED	
5	Egon Jensen	DCYF	DHHS	
6	Tika Acharya	Program Specialist	OMHRA/HPOF	
7				
8				
9				
10				

Department of Health & Human Services
Lutheran Community Services Inc.—Capacity Building

AMENDMENT

This agreement (hereinafter called the “Amendment”) dated this **12th day of September, 2012**, by and between the State of New Hampshire, acting by and through its Department of Health and Human Services (hereinafter referred to as the “Department”) and Lutheran Community Services, Inc. with a place of business at Concord, New Hampshire, (hereinafter referred to as the “Contractor”).

WHEREAS, pursuant to an Agreement (hereinafter called the “Agreement”) dated April 17, 2012, and approved by the Governor and Council on May 23, 2012, Agenda Item #103, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of certain sums as specified therein for the length of time specified therein; and

WHEREAS, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be amended, waived or discharged only by a written instrument executed by the parties thereto; and

WHEREAS, the Department and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Amendment and modification of Agreement:
 - a. Amend P-37 Section 1.7 Completion Date by striking 9/29/12 and inserting 3/29/13 in its place.
2. Amendment and modification of Standard Exhibit A:
 - a. Amend Contract Period to extend contract end date from September 29, 2012 to March 29, 2013.
 - b. Amend Article II, Section F, Paragraph 6 by striking the existing report schedule and inserting in its place the following:

Reporting Period	Report Due Date
Quarter 3: April 1-June 30	July 15, 2012
Quarter 4: July 1-September 29	October 15, 2012
Quarter 1: Oct 1 – December 29	January 15, 2013
Quarter 2: January 1 – March 29	April 15, 2013

- c. Amend Article V Workplan as follows:

Outcome #1, Activity 1, Research and analyze perceptions of HPOP’s current image and awareness level of NH’s Largest healthcare employers by striking the end date 7/13/12 and inserting 11/29/12.

Outcome #1, Activity 2, Develop and test key messages that clearly describe the value and impact of HPOP by striking the end date 7/13/12 and inserting 11/29/12.

Contractor Initials: RLC
Date: 9/13/12

Department of Health & Human Services
Lutheran Community Services Inc.—Capacity Building

Outcome #1, Activity 3, Implement new marketing strategies by striking the end date 9/29/12 and ongoing and inserting with 1/29/13.

Outcome #1, Activity 6, Document attendance at BAC meetings and track perspectives on values gained by employers by striking the end date of 9/29/12 and ongoing and inserting 1/29/13.

Outcome #2, Activity 1, Identify and track hospitals in 4 HPOP geographic sites that have conducted diversity self-assessments by striking the end date of 9/29/12 and inserting 12/29/12.

Outcome #2, Activity 2, Promote and encourage the use of diversity self-assessment tools among the hospitals within the 4 geographic HPOP sites by striking the end date of 9/29/12 and inserting 1/29/13.

Outcome #2, Activity 3, Set up meetings with hospitals, clinics, VNAs and other healthcare providers to learn about staffing/income trends by striking the end date of 9/29/12 and inserting 11/15/12.

Outcome #2, Activity 5, Educate healthcare employers about Apprenticeship program in order to promote benefits to employers by striking the end date of 9/29/12 and inserting 1/29/13.

- d. Amend Article V, Section D, Timeline project period by striking the end date September 29, 2012 and replacing with March 29, 2013.
- e. Amend Article V, Section D, Timeline by striking the timeline in its entirety and replacing it with the following:

Employer Network Expanded

5/23/12—6/29/12: Technical assistance re: effective use of Chambers of Commerce provided to LCS HPOP staff.

5/23/12—11/29/12: Research and analysis of perceptions about HPOP among largest healthcare employers in 4 HPOP geographic sites conducted.

5/23/12—11/29/12: Key messaging developed and tested.

7/13/12—1/29/13: New marketing strategies implemented

Healthcare employers engage in ongoing communication with HPOP

5/23/12—11/15/12: Meetings held with area healthcare employers to learn about staffing needs.

5/23/12—1/29/13: Healthcare employers educated about Apprenticeship program.

8/1/12—12/29/12: Identify and track hospitals in 4 HPOP geographic sites that have conducted diversity self-assessments

8/1/12—1/29/13: Promote and encourage the use of diversity self-assessment tools among the hospitals within the 4 HPOP geographic sites.

3. **Amendment and modification of Standard Exhibit B:**

Amend Exhibit B, #1 by striking the end date of September 29, 2012 and inserting in its place March 29, 2013.

Contractor Initials: hmc
Date: 5/13/12

Department of Health & Human Services
Lutheran Community Services Inc.—Capacity Building

Amend Exhibit B-1 Staff List Form for Project Area 2 by striking the budget period July 1, 2012 to Sept. 29, 2012 and inserting July 1, 2012 to March 29, 2013.

Amend Exhibit B-2: Budget Form and Justification-Project Area 2, Budget for State Fiscal Period by striking 7/1/12 to 9/29/12 and inserting 7/1/12 to 3/29/13.

Amend Exhibit B-2: Budget Form and Justification-Project Area 2, Budget for Federal Project Period by striking the end date of 9/29/12 and inserting 3/29/13.

4. To Amend by adding Standard Exhibit C-1 Additional Special Provisions

5. To Amend Standard Exhibits D, E, F, G, H, I, and J by extending the Period Covered from September 29, 2012 to March 29, 2013.

6. This Amendment shall be effective retroactive to September 30, 2012, and remain effective through March 29, 2013 upon approval of Governor and Executive Council.

7. Continuance of Agreement:

Except as specifically amended by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth here in.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year first above written.

THE STATE OF NEW HAMPSHIRE
Office of Minority Health and Refugee Affairs
of the Department of Health and Human Services

Agency

By *Nicholas J. Toumpas*
Nicholas Toumpas, Commissioner
Department of Health and Human Services

By *Lisa Cohen* CEO/EVP
Lisa Cohen, Executive Vice President
Lutheran Community Services, Inc.

STATE OF
COUNTY

On this the 28th day of Septem 2012, before me, *Theresa M. Jones*
the undersigned officer, personally appeared *MARY ANN COONEY*, known to me (or
satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for purposes therein contained.
In witness thereof I hereto set my hand and official seal.

Theresa M. Jones

Notary Public
My Commission Expires
THERESA M. JONES
Notary Public - New Hampshire
My Commission Expires October 17, 2012

STATE OF
COUNTY OF

On this the 15th day of September 2012, before me, *Alana Geary*

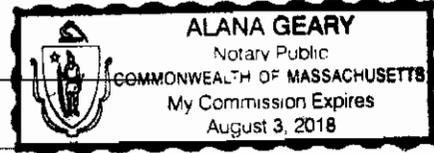
Contractor Initials: *BMC*
Date: 9/13/12

Department of Health & Human Services
Lutheran Community Services Inc.—Capacity Building

the undersigned officer, personally appeared Lisa M. Cohen, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he/she executed the same for purposes therein contained.

In witness thereof I hereto set my hand and official seal.

Alana Geary
Notary Public
My Commission Expires 8/3/18



The preceding Amendment, having been reviewed by this office and is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By: Jean C. Herrick
Jeanne P. Herrick
Date: 18 Sept. 2012

GOVERNOR AND EXECUTIVE COUNCIL

By: _____
Date: _____

Contractor Initials: hsc
Date: 9/13/12

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

AME
9/13/12

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; and

RMC
9/13/12

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of September, A.D. 2012

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

William M. Gardner
Secretary of State

Certificate of Vote

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

- (1) I am the duly elected and acting Clerk of Lutheran Community Services, Inc., a Massachusetts corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held via mail vote on the 1st of July, 2011 which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation:

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

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

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

David P. Forsberg President

Angela Wallingford Executive Vice President

Lisa Cohen Executive Vice President

Nick Russo Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Corporation and have affixed its corporate seal this 13th day of September, 2012

Alana Seary
(Signature)

(Seal)

STATE OF Massachusetts

COUNTY OF Worcester

On this the 13 day of Sept, 2012 before me, Deborah Cistoldi, the undersigned officer, personally appeared Alana Seary who acknowledge

her/himself to be the clerk, of Lutheran Community Services,
(Title) (Name of Corporation)

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

do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as clerk.

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

Deborah Cistoldi
Notary Public/Justice of the Peace

My Commission expires



**LUTHERAN COMMUNITY SERVICES OF
MASSACHUSETTS, INC.**

FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2011

**LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
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YEAR ENDED JUNE 30, 2011**

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LarsonAllen[®] LLP

CPAs, Consultants & Advisors
www.larsonallen.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying statement of financial position of Lutheran Community Services of Massachusetts, Inc. as of June 30, 2011, and the related statements of activities, changes in net assets, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lutheran Community Services of Massachusetts, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

LarsonAllen LLP
LarsonAllen LLP

Quincy, Massachusetts
November 30, 2011



(1)
An Independent member of Nexia International

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2011

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	\$ 400,964
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,411,763
Prepaid Expenses	303,052
Other Current Assets	991
Total Current Assets	<u>4,116,770</u>
ASSETS LIMITED AS TO USE	
Beneficial Interest In Net Assets of Affiliate	592,214
PROPERTY AND EQUIPMENT	
Land	170,554
Building	1,176,188
Building Improvements	1,736,424
Leasehold Improvements	1,015,725
Furniture and Equipment	225,814
Vehicles	144,292
Equipment Held Under Capital Lease	408,295
Computer Equipment and Software	50,332
Total	<u>4,927,624</u>
Less: Accumulated Depreciation	1,879,306
Total Property and Equipment, Net	<u>3,048,318</u>
DUE FROM RELATED PARTIES	767,779
OTHER ASSETS	
Deposits	46,792
Construction In Progress	3,000
Total Other Assets	<u>49,792</u>
Total Assets	<u><u>\$ 8,574,873</u></u>

See accompanying Notes to Financial Statements.

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Line of Credit	\$ 500,000
Long-Term Debt - Current Maturities	79,986
Accounts Payable	925,183
Accrued Expenses	1,517,553
Deferred Revenue	263,701
Due to the State of Maine	153,902
Due to Third Party	43,059
Total Current Liabilities	<u>3,483,384</u>

LONG-TERM DEBT, Net of Current Maturities 1,224,883

DUE TO RELATED PARTIES 410,144

Total Liabilities 5,118,411

NET ASSETS

Unrestricted	2,852,860
Temporarily Restricted	603,602
Total Net Assets	<u>3,456,462</u>

Total Liabilities and Net Assets \$ 8,574,873

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2011

UNRESTRICTED NET ASSETS
REVENUE

Program Service Revenue	
Public Sources	\$ 31,250,629
Private Sources	3,191,642
Total Program Service Revenue	<u>34,442,271</u>

OTHER INCOME

Net Assets Released from Restriction Used for Operations	305,360
Investment Income	273
Other Income	113,703
Total Other Income	<u>419,336</u>

Total Revenue	34,861,607
---------------	------------

EXPENSES

Salaries and Wages	17,793,881
Employee Benefits	3,756,513
Program Expenses	5,757,526
Professional Fees	162,483
Occupancy Costs	1,413,240
Operating Supplies and Expenses	1,033,926
Administrative Costs	3,655,644
Travel Expenses	1,023,964
Custodial Fee	58,441
Depreciation and Amortization	310,069
Bad Debt Expense	40,414
Interest	111,836
Total Expense	<u>35,117,937</u>

DECREASE IN NET ASSETS FROM OPERATIONS	<u><u>\$ (256,330)</u></u>
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LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
 STATEMENT OF CHANGES IN NET ASSETS
 YEAR ENDED OF JUNE 30, 2011

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
NET ASSETS AT JULY 1, 2010 (NOTE 16)	\$ 3,109,190	\$ 589,326	\$ 3,698,516
Decrease in Net Assets from Operations	(256,330)	-	(256,330)
Change in Beneficial Interest in Net Assets of Affiliate	-	319,636	319,636
Net Assets Released from Restrictions - Operations	-	(305,360)	(305,360)
Change in Net Assets	<u>(256,330)</u>	<u>14,276</u>	<u>(242,054)</u>
NET ASSETS AT JUNE 30, 2011	<u>\$ 2,852,860</u>	<u>\$ 603,602</u>	<u>\$ 3,456,462</u>

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2011

CASH FLOWS FROM OPERATING ACTIVITIES	
Change In Net Assets	\$ (242,054)
Adjustments to Reconcile Change In Net Assets to Net Cash Used by Operating Activities:	
Depreciation and Amortization	310,069
Bad Debts	40,414
Change In Beneficial Interest in Net Assets of Affiliate	(14,276)
Loss on Disposal of Fixed Asset	600
(Increase) Decrease in:	
Accounts Receivable	(319,533)
Grants Receivable	20,150
Prepaid Expenses	(126,863)
Other Current Assets	351
Deposits	(3,725)
Increase (Decrease) in:	
Accounts Payable	53,674
Accrued Expenses	150,497
Deferred Revenue	94,589
Due to State of Maine	11,717
Due to Third Party	(15,451)
Provision for Loss Contingency	(70,000)
Net Cash Used by Operating Activities	<u>(109,841)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of Property and Equipment	(89,691)
Additions to Construction in Progress	(3,000)
Net Cash Used by Investing Activities	<u>(92,691)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Advances on Line of Credit	400,000
Payments on Line of Credit	(700,000)
Principal Payments on Long-Term Debt	(85,209)
Advances from Related Organizations	569,954
Net Cash Provided by Financing Activities	<u>184,745</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(17,787)
Cash and Cash Equivalents - Beginning of Year (Note 16)	<u>418,751</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ <u>400,964</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash Paid for Interest	<u>\$ 111,836</u>
SUPPLEMENTAL DATA FOR NONCASH INVESTING AND FINANCING TRANSACTIONS	
Equipment Acquired via Capital Lease	<u>\$ 118,375</u>
Construction in Progress Placed In Service	<u>\$ 15,598</u>

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2011

	<u>Total</u>	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>
Salaries and Wages	\$ 17,793,881	\$ 17,769,994	\$ 23,887	\$ -
Employee Benefits	3,756,513	3,739,850	16,663	-
Program Expenses	5,757,526	5,757,526	-	-
Professional Fees	162,483	84,880	77,603	-
Occupancy Costs	1,413,240	1,356,070	57,170	-
Operating Supplies and Expenses	1,033,926	943,155	90,771	-
Administrative Costs	3,655,644	-	3,655,644	-
Travel Expenses	1,023,964	1,023,964	-	-
Custodial Fee	58,441	-	-	58,441
Interest	111,836	111,836	-	-
Bad Debt Expense	40,414	38,396	2,018	-
Total Before Depreciation	<u>34,807,868</u>	<u>30,825,671</u>	<u>3,923,756</u>	<u>58,441</u>
Depreciation and Amortization	310,069	278,992	31,077	-
Total Functional Expenses	<u>\$ 35,117,937</u>	<u>\$ 31,104,663</u>	<u>\$ 3,954,833</u>	<u>\$ 58,441</u>

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lutheran Community Services of Massachusetts, Inc. (the Organization) is a corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. Effective July 1, 2010, assets were transferred to the Organization from Lutheran Community Services of New Hampshire, Inc. and Lutheran Community Services of Maine, Inc., related parties, as a result of the combination of operations (see Note 16 for details). The Organization provides community service programs to children, families, refugees, and developmentally disabled adults throughout New England. Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of the Organization.

The Organization provides the following programs:

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

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

Adoption – through this program, the Organization provides services related to domestic and international adoptions.

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Program Service Revenue

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Property and Equipment

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

Net Assets

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

Unrestricted Net Assets

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

Temporarily Restricted Net Assets

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

Permanently Restricted Net Assets

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

Recognition of Donor Restrictions

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

Donated Services

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

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$35,300 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Use of Estimates

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

Functional Allocation of Expenses

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

Income Taxes

The Organization is not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes on related income pursuant to section 501(a) of the code. Should that status be challenged, in the future the Organization's 2008 through 2011 tax years are open for examination by federal and state taxing authorities.

Deferred Revenue

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

Fair Value Measurements

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

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

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Fair Value Measurements (Continued)

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Subsequent Events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through November 30, 2011, the date the financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Affiliate

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

NOTE 3 RELATED PARTY TRANSACTIONS

The Organization has entered into the following transactions with related parties:

a.) The Organization is charged annually by LSSNE for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,655,644 for the year ended June 30, 2011. These expenses have been included on the statement of activities under the captions "Administrative Costs". In addition, LSSNE is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organization.

b.) In connection with soliciting and managing donations received, LSSNEF charged the Organization a custodial fee. The custodial fee charged to operations was \$58,441 for the year ended June 30, 2011.

c.) The Organization rents office space and various program sites from various affiliates under tenancy at will arrangements. The rent charged to operations for these program sites and office space amounted to approximately \$59,000 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

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

Due from Related Parties:	
Lutheran Social Services of New England, Inc.	\$ 630,553
Lutheran Home of Southbury, Inc.	128,819
Lutheran Community Services - Creative Living, Inc.	5,301
Luther Ridge at Middletown, Inc.	3,108
Total	<u>\$ 767,779</u>

Due to Related Parties:	
Lutheran Social Services of New England Foundation, Inc.	\$ 296,652
Good News Garage, Inc.	113,492
Total	<u>\$ 410,144</u>

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organization participates in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by LSSNE. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organization did not make contributions to the plan for the year ended June 30, 2011.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2011:

Accounts Receivable - Program Services	\$ 3,482,490
Less: Allowance for Doubtful Accounts	<u>70,727</u>
Accounts Receivable, Net	<u>\$ 3,411,763</u>

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

Major Customer

The Organization receives significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire and Maine. At June 30, 2011 approximately 91% of the Organization's revenue was received from state and federal agencies directly or via pass through for the year then ended.

Due from Related Parties

The Organization extends unsecured credit to its affiliates. The balance due from affiliates totaled \$767,779 at June 30, 2011.

Beneficial Interest in Net Assets of Related Party

The Organization's unsecured gifts, held by a related party, amounted to \$592,214 at June 30, 2011.

Accounts Receivable

The Organization extends unsecured credit to its customers. Accounts receivable amounted to \$3,411,763 at June 30, 2011.

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$310,069 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 8 MAINE MEDICAID LIABILITY

The Organization provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, the Organization provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the State of Maine accepts the cost report. The amount of the estimated liability was approximately \$154,000 at June 30, 2011. Adjustments to these estimates are reflected on the Statement of Activities under the caption "Public Sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 LINE OF CREDIT

The Organization has two line of credit agreements with TD Bank and Bank of America. The lines of credit are payable on demand and have limits of \$500,000 and \$300,000, respectively. The lines are collateralized by various business assets. The interest rates on the lines of credit range from prime to prime plus 3% (4 – 6.25% at June 30, 2011). The Organization had \$500,000 outstanding on the lines of credit at June 30, 2011. See Note 18 for additional information related to subsequent events with respect to the TD Bank line of credit.

The Organization was not in compliance with the debt service coverage ratio at June 30, 2011 on the Bank of America line of credit. However, the lender did not demand payment as is allowed under the agreement and the debt is currently classified as current as the amount is due on demand.

NOTE 10 LONG TERM DEBT

The Organization is liable on long-term debt at June 30, 2011 as follows:

Note Payable

Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is the 30 year treasury bill rate plus 2 1/2% adjusted annually (7.1% at June 30, 2011).	\$ 334,218
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LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 10 LONG TERM DEBT (CONTINUED)

Mortgages

1st Mortgage payable to TD Bank in monthly principal and interest payments of \$4,225 through May 2011 and a balloon payment of all principal and accrued interest not yet paid due in June 2011, with a variable interest rate calculated on the unpaid principal balances at the Five Year Home Loan Bank Classic Advance Rate plus 2.00% (7.68% at June 30, 2011), secured by all business assets. Amended - subsequent to June 30, 2011 see note below.

447,750

2nd Mortgage payable to TD Bank for the Antrim Girls Shelter in monthly principal and interest payments of \$1,520 through December 17, 2014, with a fixed interest rate of 6.5%, secured by the building and all equipment contained therein.

57,334

Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by the Organization at four locations, with an interest rate of 7.7%, due August 2032. Monthly principal and interest payments of \$2,813.

348,864

Capital Lease Obligations

The Organization is obligated under various capital lease agreements for equipment and motor vehicles, expiring from 2013 through 2015, with a combined monthly payment of \$3,000 with interest rates ranging from approximately 4% to 8%.

116,703

Total

1,304,869

Less: Current Maturities

(79,986)

Long-Term Debt, Net

\$ 1,224,883

The 1st mortgage payable to TD Bank was amended on September 19, 2011. The current maturities of long-term debt reflect the refinanced debt as of June 30, 2011. See Note 18 for additional details.

Following are current maturities for the next five years:

<u>Year Ended June 30,</u>	<u>Current Maturities</u>
2012	\$ 79,986
2013	86,577
2014	82,457
2015	432,261
2016	17,838

Interest charged to operations for the above long-term debt and lines of credit amounted to \$111,836 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 11 DUE TO THIRD PARTY

The Organization is reflecting an estimated liability in the amount of \$43,059 at June 30, 2011, due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005. The liability is reflected on the Statement of Financial Position under the caption "Due to Third Party".

NOTE 12 OPERATING LEASES

The Organization leases land, buildings, equipment and motor vehicles under various operating lease agreements with terms of one to ten years. Total rent and related expenses amounted to approximately \$1,048,000 for the year ended June 30, 2011.

Future minimum lease payments under these agreements are as follows:

<u>Year Ended June 30,</u>	<u>Amount</u>
2012	\$ 588,929
2013	466,510
2014	144,660
2015	99,322
2016	11,831
Thereafter	-
Total	<u>\$ 1,311,252</u>

NOTE 13 CONSTRUCTION IN PROGRESS

As of June 30, 2011, the Organization capitalized \$3,000 for the deposit on an air conditioning system to be installed in 2012. The Organization placed into service \$15,598 of costs related to property renovations completed during 2011.

NOTE 14 CONTINGENCIES

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

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 14 CONTINGENCIES (CONTINUED)

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

A significant portion of the Organization's revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organization cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organization.

The Organization was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on the Organization's loss experience. In addition, the Organization accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. The Organization's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2011 there is an open asserted claim outstanding. There are potential additional costs related to this claim for which management cannot estimate, thus no provision has been recorded. The maximum amount of the additional claims considering the loss limitation is \$146,000. Management is unaware of any additional unasserted claims as of June 30, 2011, thus any financial impact related to such claims cannot be determined at this time.

NOTE 15 FAIR VALUE MEASUREMENT

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

The following tables present the Organization's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2011:

	Total	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party Cash Equivalents	\$ 592,214	\$ 592,214	\$ -	\$ -
Total	<u>\$ 592,214</u>	<u>\$ 592,214</u>	<u>\$ -</u>	<u>\$ -</u>

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 16 ASSET TRANSFERS

On June 30, 2011, Lutheran Community Services of Massachusetts, Inc. (LCS-MA), Lutheran Community Services of New Hampshire, Inc. (LCS-NH) and Lutheran Community Services of Maine, Inc. (LCS-ME) combined their operations. The Organizations all provide community service programs to children, families, refugees, and developmentally disabled adults. The Organizations were combined to further their common mission by improving their community service programs and achieving economies of scale and other synergies through integration of services. As a result of the combination, the surviving organization is LCS-MA.

The Organization followed the guidance related to transactions between entities under common control to record the transaction as Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of all three of the entities. As a result of this transaction, the net assets of the transferring Organizations will be accounted for at the carrying amount as of the beginning of the reporting period in which the transfer occurs. Therefore, effective July 1, 2010 the carrying amounts of net assets of LCS-NH and LCS-ME were transferred to LCS-MA. As of July 1, 2010 the following were the respective carrying amounts of assets, liabilities and net assets transferred:

	6/30/10 Balance LCS- MA	Transfer from LCS-NH	Transfer from LCS-ME	7/1/2010 Balance
Total Assets	\$ 4,054,423	\$ 3,898,402	\$ 611,198	\$ 8,564,023
<i>Cash and Cash Equivalents</i>	70,566	325,396	22,789	418,751
Total Liabilities	2,297,757	1,908,711	659,039	4,865,507
Total Net Assets	1,756,666	1,989,691	(47,841)	3,698,516
<i>Unrestricted Net Assets</i>	1,422,009	1,761,508	(74,327)	3,109,190
<i>Temporarily Restricted Net Assets</i>	334,657	228,183	26,486	589,326

NOTE 17 LITIGATION

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

NOTE 18 SUBSEQUENT EVENTS

Effective July 1, 2011, the Organization legally changed its name to Lutheran Community Services, Inc.

On July 5, 2011, the Organization modified the Line of Credit agreement with TD Bank to reduce the limit to \$200,000. Effective, August 10, 2011 the outstanding balance was repaid and the agreement was terminated.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 18 SUBSEQUENT EVENTS (CONTINUED)

On September 19, 2011, the Organization amended its 1st mortgage payable to TD Bank in the amount of \$447,750. The mortgage now bears an interest rate of 5% and is payable in monthly installments of \$3,558, with a maturity date of December 17, 2014.

Subsequent to June 30, 2011 the Organization with an affiliate entered into a Letter of Intent (LOI) with a prospective buyer exclusively, to explore the terms of a mutually beneficial arrangement to sell one of the Organization's long-lived assets with a carrying amount net of accumulated depreciation of approximately \$237,000. Under the terms of the LOI the prospective buyer would lease the property back to the Organization for a term of five years for which minimum lease payments approximate \$56,000 per year.

Subsequent to June 30, 2011, the Organization's board of directors approved the exploration of the sale of one of the Organization's long-lived assets located in New Hampshire. As of the date of the issuance of the financial statements, the long-lived asset is not being actively marketed and the Organization has not committed to or entered an agreement to sell the property. As of the date of issuance of the financial statements the program associated with this property has been suspended. The Organization's management team is currently exploring alternative uses and funding sources with respect to this program. The program had approximately \$755,000 in revenues for the year ended June 30, 2011. It is not possible to determine if management will be able to secure an alternative use or funding source for the program at this time.

Subsequent to June 30, 2011 the Organization re-organized its operating structure. The Organization's "In Home Care" service line was transferred to a new entity Lutheran Community Care, Inc. Lutheran Community Care Inc. is a subsidiary of the Organization. The "In Home Care" service line had approximately \$6,400,000 in revenues for the year ended June 30, 2011.


**Lutheran
Social Services**
BOARD OF DIRECTORS

2011 – 2012

(#/year = term number/year of expiration)

Ex Officio, non voting

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 (H) 978-369-3164
gailpbucher@verizon.net

Ralph Gerenz 1/2014
 10 Gauthier Road
 Merrimack, NH 03054
 (H): 603-424-5564
 (C): 603-582-9954
rfgferenz@comcast.net

The Rev. Carl J. Anton 3/2013
 1760 Boulevard
 West Hartford, CT 06107
 (H) 860-561-3825
Anton.cj@gmail.com

Barbara Giger 2/2014
 24 West Vaughn Street
 Lakeville, MA 02347
 (H) 508-947-8813
 (W) 800-816-7910
 (F) 508-947-4551
Barb.Giger@Thrivent.com

Garth Grelmann 3/2013
 975 Memorial Dr., #1108
 Cambridge, MA 02138
 (H) 617-945-5161
ggreimann@berkshirepartners.com

Sonja Hegymegi 2/2013
 75 Snowapple Lane
 Milford, CT 06460-6726
 (H) 203-878-0702
SHegymegi@aol.com

David Forsberg 3/2013
 61-A Chester St
 Worcester, MA 01605
 (W) 508-755-5734
 (H) 508-754-8219
forsberg@worcesterbdc.com

William Swanson 24 Cange Club Lane Pembroke, MA 02359 (H) 781-826-3070 Wfswanson2000@yahoo.com	3/2014	Tom Strayer 161 High Ridge Ave. Ridgefield, CT 06877 (H) 203-438-3578 t.strayer@snet.net	1/2014
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Dr. Donald Sweet 10 Carrie Lynn Lane York, ME 03909 (H) 207-351-1782 donaldnsweet@netzero.com	2/2014	Dr. Wisam Breegi 120 Bedford Rd. Woburn, MA 01801 (H) 781 933-9328 (W) 617 426-0508 breegi@gmail.com	1/2014
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<u>At Large Seats</u> Karen Gaylin 180 Mildred Circle Concord, MA 01742 Karen.gaylin@comcast.net	2/2014	Juliana Langille 7 Manchester Street Attleboro, MA 02703 (W) 508-583-5631 julianalangille@gmail.com	1/2014
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LSS Corporate officers:

President/CEO	Heather Feltman 781-997-0801 Hfeltman@lssne.org
Treasurer	Nick Russo 781-997-0874 nrusso@lssne.org
Executive VP of Operations	Bill Ames 781-997-0860 Bames@lssne.org
Executive VP/CFO	Angela Wallingford 781-997-0851 Awallingford@lssne.org
Clerk/Executive Assistant to the CEO	Alana Geary 781-997-0802 Ageary@lssne.org

LSS Executive Staff:

VP for Marketing & Communications	Martha Mann 781-997-0814 Mmann@lssne.org
Director of Public Policy and Advocacy	Bob Kay 603-387-6221 Bkay@lssne.org
VP of Human Resources	Bonnie Olson 781-997-0820 bolson@lssne.org

Interim Administrator Lutheran Healthcare Center	Steve Scheibel 508-754-8877 sscheibel@lhcare.org
Administrator Lutheran Home of Southbury	Todd Gaertner 203-264-9135 tgaertner@lhsouthbury.org
Director of Operations Good News Garage	Michael Muzzy 802-864-3667 mmuzzy@goodnewsgarage.org
Director of Operations Children and Family Services	JC Swenson (781) 591-1110 jswenson@lssne.org
Director of Operations Disability Services	Scott Morrison 207-797-3935 smorrison@lssne.org
Director of Operations In Home Care, Services for New Americans	Ann Dancy 603-224-8111 adancy@lssne.org
Director of Operations Housing Services	Stacie LaBossiere (508) 753-7474 slabossiere@lssne.org



Lutheran Social Services of New England Mission Statement and Values

Mission Statement

In response to Christ's love, Lutheran Social Services of New England serves and cares for people in need.

Values

In response to Christ's love, Lutheran Social Services of New England invites people of good will to join in our mission.

Affirms the worth of each person

Promotes a caring and respectful workplace

Excels in service through its employees and volunteers.

Practices good stewardship of its resources

Advocates for social justice

In response to Christ's love, Lutheran Social Services serves and cares for people in need.

EXHIBIT B-1

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

Staff List Form

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD—Project Area 3

Bidder/Program Name: Lutheran Community Services, Inc.
 Name of RFP: # 12-OMHRA-HPOP-Capacity-12
 Budget Period: Jul 1, 2012 to Sept 29, 2012

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hly Rates of 1st Day of Budget Period	Hours per Week	Proj. Amnt. Rounded by this contract for Budget Period	Proj. Amnt. from Other Sources	Total Salaries All Sources	Site
Youth Outreach Coordinator	To be filled	16.00	40	8,320	0	8,320	Therapeutic Family Connections
Program Manager	Mary Caldwell	25.00	3	975	0	975	Therapeutic Family Connections
Communications Manager	Hank Osborne	26.44	3		1,031	1,031	Communications Manager
Web Manager	Penny Phillips	28.85	4.5		1,688	1,688	Web Manager
Total Salaries by source				9,295	2,719	12,014	

Please note, forms downloaded from the DHHS website will NOT calculate.
 *Please list which site(s) each staff member works at.

MARY CALDWELL

556 North State St • Concord, NH 03301 • 603-225-6352 • mcaldwell556@comcast.net

Human Services/Alternative Healing/Ordained Ministry

Dedicated and computer literate human services professional with over 27 years experience working with varied populations in a many different settings.

Caring and compassionate with well developed boundaries and interpersonal skills.

Able to work independently with a preference for being part of a team.

Areas of Specialty

Facilitation of large and small groups.
Sexual Abuse

Emotionally Handicapped Children
Domestic Violence
Mood Disorders

Public Speaking
Assessment
Supervision

Experience

Program Manager, Lutheran Social Services of New England, Inc.

2010 to Present

Program Manager for Therapeutic Family Connections which provides ISO and HBT services to children and families through New Hampshire. Overseeing a staff of 6 including our Clinical Supervisor and Licensing Practitioner, Intake and Referral Specialist, Family Specialists and Administrative Staff. Performance Quality Instrument Work Team Leader for Lutheran Social Services New Hampshire and Vermont teams. The program manager oversees day to day activity of the program, provides supervision to staff and interfaces with senior managers and directors.

Administrative Case Reviewer, Easter Seals

2008 to 2010

Reviewed approximately 400 cases each year for children who have been removed from their homes due to abuse/neglect, delinquency or CHINS for both DCYF and DJJS in the Concord and Laconia offices. Interacted with children/youth, families, foster parents, local services agencies, CASA/GAL and sending and receiving school districts. Focused on the children's level of safety, well-being and permanency. Served on the Permanency Planning Teams of both the Concord and Laconia District Offices of DCYF.

Integrated Awareness® Teacher

***2001-Present
Full Time 2005 - 2008***

Instruction of Integrated Awareness® which is a process of self-healing through self-discovery. It utilizes innate but usually inhibited human capacities in order to create a state of existence in which all aspects of the person are self-aware and in active support of each other.

Spaulding Youth Center, Family Worker/Case Manager

2001-2005

Provided family therapy and case management to boys who were placed at Spaulding Youth Center due to abuse/neglect, delinquency/CHINS, mental illness, learning disabilities, developmental delays, emotional disturbance among other issues. Wrote all necessary progress and/or court reports. Appeared frequently in court to represent Spaulding Youth Center and to advocate as needed.

Riverbend Community Mental Health, Inc., Emergency Services Clinician

1998-2001

Responded with emergency assessment services to the public in the emergency rooms of Concord Hospital, Franklin Regional Hospital and New London Hospital. Provided emergency crisis intervention and counseling, assessed for suicidal and homicidal lethality and ideation, major depression and/or mood disorder, substance abuse, personality disorders and self-injurious behaviors; provided dispositional services for psychiatric hospitalizations as well as making referrals as needed for other human services agencies in New Hampshire and bordering states. Frequent appearances in the district court.

Riverbend Community Mental Health, Inc., Crisis Case Manager 1997-1999

Miller House was a 9 bed Acute Psychiatric Treatment Center for chronic mental health consumers. In addition to creating and implementing treatment care plans, provided crisis and supportive counseling, facilitated therapeutic groups for consumers within a structured milieu, created discharge plans and interfaced with a large variety of service providers.

1996-1997

Riverbend Community Mental Health, Inc., Intensive Case Manager

Provided daily support to chronic mental health consumers in addition to crisis intervention, supportive counseling, family intervention and mental status assessment. Created treatment plans with consumers, monitored implementation and maintained benefits and services.

New Hampshire Hospital, Mental Health Worker, D Unit 1995-1996

Maintained individual and group safety, was exposed to Dialectical Behavior Therapy, provided supportive counseling to patients and under the direction of the nursing staff took vital records and assisted residents with their activities of daily living.

Lutheran Social Services, Antrim Girl's Shelter, Third Shift Supervisor 1993-1995

Supervised staff of 4 working third Shift providing crisis intervention, counseling and residential services for girls who were in residence due to abuse and/or neglect, CHINS/delinquency for up to 60 days.

Pastor, First Congregational Church of Webster, NH 1988-1993

Worked to create a 300% increase in church attendance in 5 years, visited the sick, provided pastoral counseling, created a support group for women with a local therapist focused on family systems work, made referrals as needed to service agencies and professionals, baptized babies, buried the dead and married about 50 couples. Preached an average of 48 Sunday's a year. Served as chaplain both to the fire and police departments. Debriefed crisis calls as needed. Initiated the development of a food pantry. Supervised the work of 16 committees.

Administrative Director, Carroll County Against Domestic Violence and Rape, Conway, NH 1987-1988

An interim position, I qualified the organization for grants and other income streams, initiated a faith based drive for both in-kind and cash donations, clarified the organization's mission and worked with the board of directors in finding a successor to the my position.

Public Guardian, Office of Public Guardian, Concord, NH 1985-1987

Provided informed consent for Office of Public Guardian wards over their person or estates or both. Worked most often with mental health or developmentally delayed adults and learned to liquidate estates to generate income for incapacitated elderly.

Pastor, Deerfield Community Church, Deerfield, NH 1983-1985

Preached an average of 48 Sunday's a year. Provided pastoral counseling as well as crisis intervention and referral. Supervised the work of the several committees including the Sunday school, Board of Trustees, the Diaconate, Youth Groups, the Community Center and the Ladies Aid Circle.

Education

Master's of Divinity, Andover Newton Theological School, Newton Centre, MA	1983
Bachelor of Arts in Philosophy, University of New Hampshire, Durham, NH	1980
Associate in Applied Science in Horticulture and Agronomy, University of New Hampshire, Durham, NH	1978

Of Note

Justice of the Peace, State of New Hampshire
References available by request.
Continuing Education Information available by request.

Penny Phillips

Website Manager at Lutheran Social Services

pPhillips@lssne.org

Experience

Web Manager, Marketing and Communications at Lutheran Social Services

February 2009 - Present (3 years 4 months)

Supported the development and launch of new corporate brand for 135 year old nonprofit faith-based adoption agency serving families nationwide with domestic and international programs - finding homes for children.

Launched new internet marketing plan, increasing qualified target inquiries by 185%.

Currently manage 2 intranets, 7 websites, 14 URLs:

<http://www.lssne.org>

lhsouthbury.org

adoptlss.org

emanuelvillage.org

emmanuelhs.org

fostercarelss.org

goodnewsgarage.org

lhcare.org

lssfostercare.org

lssinhomecare.org

lssnefoundation.org

lutheranhomew.org

smart-care.org

thelanguagebank.org

Marketing Manager, Community Services at Lutheran Social Services of New England

February 2005 - February 2009 (4 years 1 month)

Responsibilities expanded from marketing of Adoption Services to include Foster Care Services, Disabilities Services, Disaster Relief, In-Home Care programs throughout New England.

Founding Executive Director at Connecticut Guitar Society

September 1995 - September 1999 (4 years 1 month)

Co-founded, managed organization. Largest nonprofit of its kind supported by membership, sponsors, advertisers, state and national funders, annual contributions from private funders, corporations and individuals. Public performances, educational services, outreach to children, seniors, under-served populations. Supporting local musicians, amateurs and professionals. Presenting internationally renowned

musicians in over 100 programs annually on concert stages across Connecticut.

Marketing Specialist, European Office at IHRDC/Europe

June 1991 - December 1993 (2 years 7 months)

Developed, marketed and managed IHRDC training courses throughout Europe for Petroleum Engineers, Geologist and Geophysicists employed by major European petroleum companies. Provided IT support for regional marketing office based in Amsterdam NL

Skills & Expertise

Organizational Leadership
Non-profit Development
Online Marketing

Education

University of Hartford

BM, Performance, 1978 - 1984

Activities and Societies: Graduated Hartt School, Univeristy of Hartford, summa cum laude.

Hartt School of Music

BM, Performance, Classical Guitar, 1978 - 1983

Interests

music, marketing, web 2.0 marketing, being with family and friends, nature, walking, ocean coastline, living life!

Penny Phillips

Website Manager at Lutheran Social Services

pPhillips@lssne.org



Contact Penny on LinkedIn

HENRY T. OSBORNE

9 Sundance Road • Concord, New Hampshire 03301 • (603) 491-0583
E-mail: Hank@finesituation.com

MARKETING COMMUNICATIONS / PUBLIC RELATIONS PROFESSIONAL

Summary of Experience

Strategic marketing and public relations for profit and nonprofit corporations, including goal setting, plan creation, collaboration, team building, tactical management and all aspects of production.

Adept in: project management • print, broadcast and online materials design, creation and production • social media marketing/measurement • staff and volunteer supervision • vendor selection & negotiations • corporate training • issue control and crisis communication.

EXPERIENCE

Lutheran Social Services of New England

Worcester, Massachusetts

Communications Manager

2009 to present

Supported marketing efforts for \$65 million dollar, six-state social service organization. Drafted corporate social media policy; grew and measured social media presence. Created print, electronic and video marketing materials.

University of New Hampshire

Manchester, New Hampshire

Adjunct Professor

2011 to present

Introduction to Public Speaking (CA 450)

Bi-State Primary Care Association

Concord, New Hampshire

Director, Development & Marketing

2007-2009

Redesigned print and online marketing materials to accord with branding, content and readability standards. Initiated development program to create new revenue streams to bring in unrestricted funds to support mission. Results include:

- Upgraded organization's annual report for use as marketing / fund development.
- Managed two-day Primary Care Conference; surpassed net surplus goal (after direct expenses) by 110 percent with attendee overall satisfaction at 94 percent.
- Brought in over \$50,000 in grant and event sponsorship funds in 2008.

United Way of North Central Florida

Gainesville, Florida

Vice President, Marketing & Communications

2004-2006

Provided strategic and operational leadership for all United Way of North Central Florida marketing & communications programs during the organization's strategic rebranding, refocusing and renaming initiative. Established media goals, messaging, objectives and strategies; managed media and public relations. Managed marketing staff, interns and vendors. Results include:

- Built messaging strategies to achieve public understanding of the value of investing in the community through United Way; resulted in campaign increase of 25 percent over two years.
- Brought broadcast, print and cable media together to collectively brainstorm on how to better communicate United Way messages; resulted in improved quality PSAs and increased insertion.

HENRY T. OSBORNE

Page 2

OTHER RELEVANT EXPERIENCE

Sabine, Inc. <i>Communications Director</i>	Alachua, Florida 1998-2004
Sanyo Electric Company, Ltd. <i>Corporate Training Designer / Instructor</i>	Kobe, Japan 1990-1995

EDUCATION

Master of Arts in Mass Communication with Distinction University of Florida	Gainesville, Florida
Bachelor of Arts in English Literature Colby College	Waterville, Maine

COMMUNITY LEADERSHIP

United Way of Merrimac County Website design	Concord, New Hampshire
Boy Scouts of America Cub Master Pack 71	Gainesville, Florida
Alachua Habitat for Humanity Public Relations Co-chair	Gainesville, Florida
Junior Achievement Volunteer Teacher	Gainesville, Florida

PROFESSIONAL AFFILIATIONS

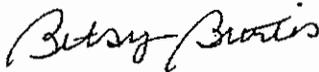
Public Relations Society of America, Yankee Chapter

TECHNICAL SKILLS

Use Adobe CS4 Suite programs (InDesign, Illustrator, Dreamweaver, Premiere), Pagemaker, Front Page, MS Office products, Corel Draw, Quark and others for word processing, graphs, spreadsheets, graphics, presentations, banners, logos and web sites. Quick learning curve for new software/content management applications.



Contract/Agreement/Lease Approval Summary Form **
Program

General Information
<ul style="list-style-type: none">• Amy Marchildon• Document title: HPOP Capacity Building Contract Agreement• Due date: ASAP
Document Description
Please describe the purpose of the contract/agreement. We have received additional funding from the Office of Minority Health, DHHS for expanding our HPOP work in the business sector What due diligence was completed? Ann Dancy and Amy Marchildon researched the implications of expanding our work
Authorization
Program Manager/Director: (please sign):  Comments:
Authorization
Director of Risk Management: (please sign) <i>do there any subcontractor/assignees?</i> Comments: <i>if yes, do you have certificate of insurance from them? See para 3 of General provisions Exhibit C & D 10. Need an exemption to this requirement. PM 4/25/2012</i>
Final Authorization
VP of Operations: (please sign) Comments: 

** If the document to be approved is a grant please provide a copy to the Director of Development for review and approval in addition to staff listed above.

10-751



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

Nicholas A. Toumpas
Commissioner

Trinidad L. Tellez, M.D.
Director

97 Pleasant Street, Thayer Building, Concord, NH 03301-6504
603-271-3986 Fax: 603-271-0824 TDD Access: 1-800-735-2964

May 7, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Minority Health and Refugee Affairs to enter into a contract with Lutheran Community Services, (VC 224148, B001), 261 Sheep Davis Road, Suite A-1, Concord, NH 03301, to provide Capacity Building as part of the Health Profession Opportunity Project, in an amount not to exceed \$83,036.00 effective May 23, 2012 or date of Governor and Council approval, whichever is later, through September 29, 2012. Funds are available in State Fiscal Years 2012 and 2013 in the following account with authority to adjust amounts if needed and justified between State Fiscal Years:

05-95-95-950010-5993 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHIS: COMMISSIONER, OFFICE OF THE COMMISSIONER, HEALTH PROF OPPORTUNITIES

SFY	Appropriation	Class/Object	Class Title	Amount
2012	010-095-59930000	102-500731	Contracts for Program Services	\$25,708.00
2013	010-095-59930000	102-500731	Contracts for Program Services	\$57,328.00

Total \$83,036.00

EXPLANATION

The purpose of this Request is to provide a Capacity Building initiative to help to increase stable healthcare employment opportunities for Health Profession Opportunity Project training graduates through sector based economic development. This initiative is one component of a larger Health Profession Opportunity Project to serve New Hampshire Temporary Assistance to Needy Families or Supplemental Assistance Nutrition Program recipients, youth aging out of state care, veterans and their families, ethnic, linguistic and racial minorities and other low-income adults to train for and secure employment in healthcare. The vendor will work in partnership with the Office of Minority Health and Refugee Affairs, the federal Administration for Children and Families, and external organizations. The major objective of this Capacity Building initiative and this contract is to build and coordinate an employer network and regional Business Advisory Councils to support job placement for Health Profession Opportunity Project graduates. The vendor will also be responsible to convene peer groups in the regions targeted by the Health Profession Opportunity Project to support youth aging out of foster care to achieve post secondary education. The Health Profession Opportunity Project was approved by Governor and Council on April 13, 2011, item #74 and was subsequently amended and approved by Governor and Council on September 28, 2011, item # 103.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 7, 2012
Page 2

New Hampshire Health Profession Opportunity Project objectives will serve as the basis for Capacity Building efforts, in that capacity building is intended to develop systems that can be sustained long term to support Health Profession Opportunity Project goals and objectives. The vendor will partner with the Office of Minority Health and Refugee Affairs to achieve these objectives by (1) building a sustainable network of healthcare employers who will work collaboratively to increase access to valued and stable healthcare jobs for previously disadvantaged individuals and by (2) developing or enhancing infrastructure for support of project participants who have aged out of state care, especially through the introduction of healthcare professionals who are willing to mentor groups of youth participants. The vendor will report directly to the Health Profession Opportunity Project Director. The vendor has demonstrated that it has the requisite community economic development and workforce development experience and has the capacity to be flexible and responsive to requests for change in approach, strategy or priorities as the Project evolves. The vendor is experienced in working with employer partners to assist its clientele to achieve stable employment in the face of challenges. The vendor serves youth through its foster care program and understands their challenges to successful transition to adulthood and self-sufficiency. The vendor knows and is well known to required partners and others in the state and understands the unique challenges and barriers faced by vulnerable and minority populations.

Approval for this contract is necessary to meet the funding requirements from the Administration for Children and Families and to ensure infrastructure development for employer engagement and ongoing activity and to inform the Health Profession Opportunity Project of key strategies to increase access to healthcare occupations for Temporary Assistance to Needy Families recipients and other low-income populations.

The Administration for Children and Families approved this contract prior to submission to Governor and Council, and determined that the contract meets federal requirements for Capacity Building for the New Hampshire Health Profession Opportunity Project over the contract period.

The Office of Minority Health and Refugee Affairs has partnered with the Division of Family Assistance who are responsible for administering the Temporary Assistance to Needy Families program; the Department of Resources and Economic Development, Office of Workforce Opportunity, State Workforce Investment Board; and the Department of Labor, State Apprenticeship Agency, in the project's design and implementation.

Should Governor and Executive Council determine to not authorize this Request, the project will not be able to comply with guidelines set by the federal Administration for Children and Families and the opportunity to fulfill this requirement of this federally funded demonstration project will be lost. The Administration for Children and Families has framed this as a national initiative to find best practices that can be replicated to address issues of unemployment and an under-skilled healthcare workforce. The Administration for Children and Families has dedicated extensive resources to these projects, and it is expected that the larger Health Profession Opportunity Project will be continuously informed and improved upon by an ongoing capacity to create pathways for training and employment for low-income individuals.

This contract was competitively bid. The Request for Proposals was posted on the Department of Health and Human Services website beginning February 23, 2012, and advertised in the New Hampshire Union Leader for three days: February 23, 24, 26, 2012. Six vendors submitted ten separate proposals addressing the following four project areas.

Project Area 1- Build structural capacity within healthcare educational or employer environments/business settings to recruit, retain, and advance minority students and employees;

Project Area 2- Increase stable healthcare employment opportunities for Health Profession Opportunity Project Case Management & Training Program graduates through sector based economic development;

Project Area 3- Identify, build and coordinate infrastructure to support youth 'aging out' of foster care to achieve post-secondary healthcare education and training; and

Project Area 4- Support the overall capacity building initiative by providing supplementary technical assistance to other grantees and compiling common lessons learned during the brief project period.

On the evaluation team were two Office of Minority Health and Refugee Affairs staff and one employee from each of the following: Department of Health and Human Services; Department of Resources and Economic Development; Cheshire Medical Center; and New Hampshire College and University Council. Cheshire Medical Center participated because it is well experienced in health care system management and workforce development. New Hampshire College and University Council participated due to its perspective and expertise in diversity and healthcare education. All reviewers are knowledgeable about health care, education, workforce development and/or minority and underserved population concerns throughout the State.

Each proposal was evaluated on its own merits. Following the scoring of proposals as outlined in the Request for Proposals, contracts have been successfully negotiated with five of the bidders for implementation of seven proposals; two addressing project areas 1, 2 and 3 and one addressing project area 4. Please note that even though the Southern New Hampshire Area Health Education Center Project Area 1 proposal scored highly, the vendor was unable to fulfill an essential requirement of the Request for Proposals during the contract preparation phase. Additionally, the Lewin Group Project Area 2 proposal requested budget was too high to be funded. A bid summary is attached.

Contractor	Area(s)	Contract Amount
Fedcap	Areas 3	\$215,195.00
Lutheran Community Services	Areas 2 and 3	\$83,036.00
OnSite/OffSite	Area 2	\$44,495.00
Southern New Hampshire University	Area 1	\$33,036.00
Lewin Group	Areas 1 and 4	\$239,483.00
Total		\$615,245.00

Performance for this contract will be monitored quarterly based upon the following:

1. Work collaboratively and communicate effectively with the Office of Minority Health and Refugee Affairs and other key stakeholders.
2. Follow work plan, maintain timelines and notify the Office of Minority Health and Refugee Affairs of any changes in work plan or timeline
3. Submit monthly invoices/expenditure reports in a timely manner and with supporting details.
4. Submit other project reports and updates as requested.
5. Participate in a monitoring and evaluation process led by the Office of Minority Health and Refugee Affairs cooperative agreement with the Administration for Children and Families and facilitated by a hired external evaluator.
6. Remain flexible with evaluation criteria to be designated by the Office of Minority Health and Refugee Affairs and the Administration for Children and Families and prepare to incorporate several types of evaluations into regular reporting including an anchor evaluation, a performance management evaluation, and a more in-depth federal evaluation to include uniform data sets and standardized measures across different projects funded by the Administration for Children and Families nationally.
7. Participate as requested in the Employer Research Initiative for Health Profession Opportunity Project, an Administration for Children and Families funded partner project led by Brandeis University's Institute on Assets and Social Policy (IASP).

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 7, 2012
Page 4

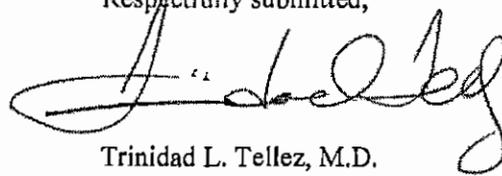
8. Responsiveness to assurance and certifications.
9. Timely submission of required reports.

Area served: Statewide

Source of Funds: 100% Federal Funds derived from the United States Department of Health and Human Services, Administration for Children and Families through the "Health Profession Opportunity Grants to Serve Temporary Assistance to Needy Families Recipients and Other Low-Income Individuals" program.

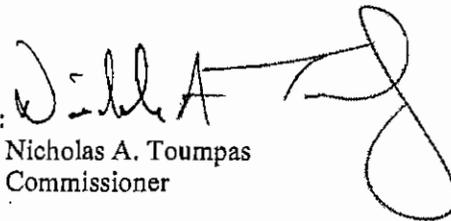
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Trinidad L. Tellez, M.D.
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Program Name
 Contract Purpose
 RFP Score Summary

HPOF
 Capacity Building RFP

RE/RFP CRITERIA	Max. Pts	Fedcap Area 3	LSC Area 2	LSC Area 3	SNHU Area 1	OnSite/OffSite Area 2	SNAHEC Area 1	Lewin Area 1	Lewin Area 2	Lewin Area 3	Lewin Area 4
Experience and Capacity	25	21.00	22.60	22.67	24.00	18.60	23.20	22.50	22.50	22.20	23.00
Approach	40	34.40	35.00	33.50	34.50	29.80	32.80	30.75	29.75	30.20	31.75
Sustainability	25	20.00	21.60	21.33	20.00	18.40	20.20	17.25	17.75	18.00	20.00
Budget	10	8.80	9.80	9.67	8.75	8.00	6.60	8.50	7.25	7.80	8.50
TOTAL POINTS	100	84.20	89.00	87.17	87.25	74.80	82.80	79.00	77.25	78.20	83.25
BUDGET REQUEST											
Year 01		215,195.00	40,857.00	27,610.00	33,644.00	76,005.00	24,827.00	124,530.00	126,936.00	147,423.00	92,387.00
Year 02											
Year 03											
Year 04											
TOTAL BUDGET REQUEST		215,195.00	40,857.00	27,610.00	33,644.00	76,005.00	24,827.00	124,530.00	126,936.00	147,423.00	92,387.00
BUDGET AWARDED											
Year 01											
Year 02											
Year 03											
Year 04											
TOTAL BUDGET AWARDED											

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Jessica Santos	State Partnership Grant Coord	OMHRA	
2 Yvonne Goldsberry	Senior Director, Community Health	Cheshire Medical	
3 Esteban Lopez	Director of Diversity & Research	NHCUC	
4 Bonnie St. Jean	Senior Director, Community Health	DRED	
5 Egon Jensen	DCYF	DHHS	
6 Tilka Acharya	Program Specialist	OMHRA/HPOP	
7			
8			
9			
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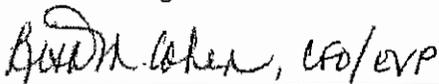
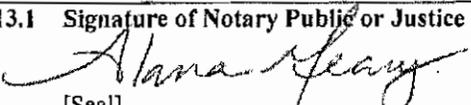
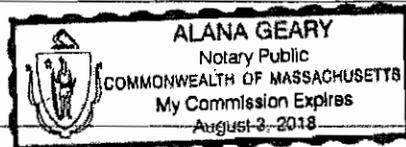
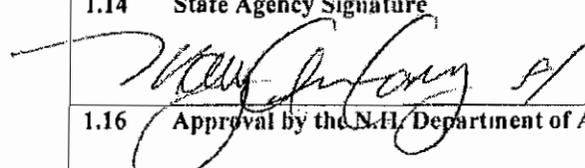
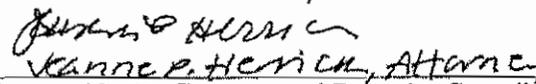
Subject: Health Professional Opportunity Project

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 (OMHRA)		1.2 State Agency Address 97 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Lutheran Community Services, Inc.		1.4 Contractor Address 261 Sheep Davis Road, Suite A-1 Concord, NH 03301	
1.5 Contractor Phone Number 603-224-8111	1.6 Account Number 010-095-59930000-500731 95097100	1.7 Completion Date 9/29/12	1.8 Price Limitation \$83,036.00
1.9 Contracting Officer for State Agency Patricia Reed, Administrator (HPOP)		1.10 State Agency Telephone Number 603-271-4825	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lisa Cohen, Chief Financial Officer, Executive Vice President	
1.13 Acknowledgement: State of New Hampshire , County of Merrimack ^{Worcester} Massachusetts On <u>4/25/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Alana Geary, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad L. Tellez, M.D. Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Kanne P. Herich, Attorney</u> On: <u>30 Apr. 2012</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

Contractor Initials:
Date: 4/25/12

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.

STANDARD EXHIBIT A

SCOPE OF SERVICES

Date: April 17, 2012

Contract Period: May 23, 2012 or upon Governor and Council approval, whichever is later, through September 29, 2012

Contractor:

Name: Lutheran Community Services, Inc.

Address: 261 Sheep Davis Road, Suite A-1
Concord, NH 03301

Telephone: (603) 224-8111

Contact: Lisa Cohen, Chief Financial Officer, Executive Vice President

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.

I. General Terms and Conditions of Contract

Under this Health Profession Opportunity Project model, Lutheran Community Services, Inc. (LCS) will support the objectives of the Department of Health and Human Services (DHHS) Office of Minority Health and Refugee Affairs (OMHRA)'s Health Profession Opportunity Project by increasing stable healthcare employment opportunities for HPOP trained healthcare professionals through sector based economic development and by developing an infrastructure for outreach, dissemination of healthcare career information and health career focused mentoring for youth aging out of state care.

Contractor Initials LMC
Date 4/25/12

This contract fulfills a portion of ACF's objectives in establishing a Cooperative Agreement with OMHRA to conduct a demonstration project that provides eligible individuals with the opportunity to obtain education and training for occupations in the healthcare field that pay well and are expected to either experience labor shortages or be in high demand. Under this agreement, LCS will comply with all applicable assurances and certifications required of the OMHRA as the primary grantee.

Over the 5-year period a minimum of 800 low-income adults and 200 incumbent workers will be educated in the areas of Allied Health, Long-term Care, Child Care Health Advocate, Health Information Technology and Nursing. A minimum of 500 individuals will be placed in employment in healthcare occupations. This capacity building contract represents one component of this larger initiative.

II. HPOP Capacity Building Project Management

A. Organizational Structure

LCS will be the lead agency for the capacity building portion of the Health Profession Opportunity Project (HPOP). LCS will work collaboratively with OMHRA to implement this project using a partnership approach. HPOP will be located under the Community Services arm of LCS; the management team that will provide oversight for capacity building will include the Vice President of Operations, the Director of Services for New Americans (SNA) and the HPOP Case Management and Training Program Director. Through subcontracts with Coastal Enterprises, Inc. (CEI) and Louis Karno & Company Communications (LK), LCS will coordinate activities to increase stable healthcare employment opportunities for HPOP case management and training program graduates through sector based economic development. LCS will regularly attend Business Advisory Council (BAC) meetings as well as actively participate in the local advisory boards to be established by the HPOP leadership team. Youth focused development activities will be located within the Therapeutic Family Connections Program of LCS and the management team will be expanded to include the Therapeutic Family Connections (TFC) Program Manager.

Contractor Initials ME
Date 4/25/12

OMHRA will establish a Project Management Team immediately following contract approval, with meetings at least every two weeks while project components are established and implementation begins. Thereafter, Capacity Building Project Management will be integrated within regular HPOP Project Management meetings. LCS will attend all scheduled Project Management meetings.

B. Timely Start-Up

LCS has the ability to begin capacity building service delivery within 1 week of contract approval. LCS has a current contract with CEI that would be expanded to include additional activity to develop the BACs. LCS has an established relationship with LK that can be immediately mobilized to research and then develop an effective healthcare employer communication strategy.

C. Staffing

The LCS management and Capacity Building staff team will include:

1. The Vice President of NH Operations who has an MSW and 27 years of program management experience,
2. The Director of Services for New Americans (SNA) who has 16 years of experience in refugee work and program management experience which includes one year oversight of the HPOP Case Management and Training contract;
3. The HPOP Program Manager who has 19 years of experience in healthcare; and
4. An HPOP Job Developer.
5. The Therapeutic Family Connections (TFC) Program Manager who has 28 years of experience in child and family services.
6. A Project Coordinator, to be hired.

D. Partnerships

LCS will engage in HPOP Capacity Building in a collaborative manner with multiple stakeholders, including member agencies represented on the HPOP Leadership Team such as the

Contractor Initials ALC
Date 4/27/12

Department of Labor, Division for Family Assistance, and the Office of Workforce Opportunity and the Workforce Investment Board. LCS will actively participate in and partner with the HPOP Employment Team and existing Business Advisory Councils. LCS will expand its current subcontract with Coastal Enterprises, Inc. to include a Memorandum of Understanding (MOU) for capacity building activities. CEI is a private, nonprofit Community Development Corporation and Community Development Financial Institution that provides financing and support for job-creating small businesses, natural resources industries, community facilities, and affordable housing. LCS will also expand its relationship with Louis Karno & Company Communications for this project because LK has earned a reputation for solid, ethical work and because LK will adopt capacity building goals as its own. Through these partners and subcontracts, and in collaborative with OMHRA, LCS will develop and solidify relationships with NH healthcare employers and those providing services to youth in state care. LCS is committed to foster buy-in, receive and exchange feedback, incorporate stakeholder input, and to be solution-oriented.

E. Outreach

Project Area 2: LCS will engage the services of Louis Karno & Company to reach key healthcare employer decision makers and engaging them to participate in HPOP with the goal of expanding Business Advisory Councils. To achieve this LK will create new, research based marketing/communication strategies targeting the largest healthcare employers to better document employer understanding of the HPOP program and to identify employer workforce needs and projections for occupation growth areas. CEI will make direct contact with employer decision makers identified for engagement.

Any outreach or marketing materials must be reviewed and approved by ACF prior to distribution and must contain the following:

This document was supported by Grant 90FX0003 from the Administration for Children and Families, U.S. Department of Health and Human Services (HHS). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS.

ACF has full rights to all materials created and published under this contract.

Contractor Initials
Date 11/25/12

Project Area 3: LCS will conduct outreach in two specific areas to fulfill the requirements of this contract relevant to Project Area 3. First, LCS will work with OMHRA to identify potential members of a Youth Outreach Work Group, including Leadership and State-Level Advisory Group members who play a role in services to youth and their families or who have a special interest in this target participant population. LCS will lead the group to devise an outreach strategy and plan that utilizes existing youth and family forums and is coordinated with other efforts and initiatives to avoid redundancy and to maximize effective communication. The plan will include an inventory of , school, agency and community contacts for youth and young adult referrals and a plan and process to maintain communication with referral sources over the life of the project.

Project Area 3: LCS will partner with youth service agencies to develop and then to maintain education and career focused support groups in each of the four HPOP regions that can be sustained after the grant period ends. Through established Business Advisory Councils, healthcare professionals will be recruited to meet with youth within support groups to (1) introduce youth to the array of health professions available to them and the training involved to achieve these, (2) provide youth with information and support to access resources to help them to achieve their career goals, and (3) to connect youth interested in a health care career with adult mentors within a support group forum who are working in the field.

F. Tracking, Reporting and Evaluation

Progress will be charted against the deliverables outlined in LCS's work plan and timeline that includes activities, inputs, timeframes, responsible parties, anticipated outputs, and evaluation plans relating back to the stated outcomes of HPOP and Capacity Building.

A variety of tools will be used to measure performance and assess progress. LCS will participate fully in any Federal evaluation and will follow all evaluation protocols established by ACF or its designee contractor. Fully participating in a federal evaluation may include supporting and complying with special data collection requirements, providing additional administrative data on program participation or service receipt, facilitating on site meetings and observations, including interviews with program partner managers and staff, among other activities. These may occur after the end of the contract period.

Contractor Initials She
Date 1/25/12

LCS and OMHRA will establish a project management team that will meet at least every two weeks through the initial stages of the project. Once project components are fully in place, the team will determine an ongoing meeting schedule. LCS will regularly report its progress toward meeting the performance measures and overall program goals and objectives and the team will strategize to ensure continued compliance with minimum contract requirements.

LCS will partner with OMHRA to regularly review performance measures to improve systems and processes to generate the best outcomes.

LCS may be asked to generate reports to inform practice briefs and contribute information for semi-annual reporting to ACF.

Monthly statistics and qualitative reports will be compiled into an official quarterly report to be sent to OMHRA no later than 15 days after the completion of a project quarter as described below. In these reports, LCS shall draw attention to any changes in their previously approved work plan or timeline.

Reporting Period	Report Due Date
Quarter 3: April 1 – June 30	July 15
Quarter 4: July 1 to September 29	October 15

A final report will be required. This narrative with a summary of project outcomes shall be submitted to OMHRA within 45 days of completion of the project period.

Sustainability outcomes will be measured through a combination of strategies that will be defined by the Project Management Team. These may include focus groups, documented inventories and research, and documented best practices.

LCS is accredited through the Council on Accreditation (COA) and has institutionalized Performance Quality Improvement (PQI) procedures throughout the agency. As a result, programs are conditioned to track monthly data to compile for quarterly review. All data is submitted to an agency PQI committee for review and feedback. If programs are not meeting their benchmarks, then a plan of action is put in place to improve outcomes. LCS will implement the PQI process with the HPOP Capacity Building project; where established HPOP benchmarks

Contractor Initials ONE
Date 4/25/12

are not achieved, OMHRA will be informed. HPOP Project Management Team will review performance weekly thereafter until satisfactory performance is achieved.

Under the cooperative agreement with ACF, LCS will work collaboratively with OMHRA and other key stakeholders to (1) adapt any performance targets if necessary as requested and (2) to make adjustments to the work plan if necessary. If ACF requires any specific measures to be tracked during the course of the contract, LCS will incorporate these changes into their project design and tracking system. LCS will cooperate fully with all aspects of the federal evaluation process.

G. Fiscal Tracking and Billing

The funds awarded in this contract shall be used solely to support the services described herein. LCS will keep records of their activities related to OMHRA-funded programs and services. *The use of federal funds for the payment of project participant wages is expressly prohibited.* [Limitations on the use of the HPOP federal grant funds is per Section 2005(a) {other than paragraph (6)} of the Social Security Act {42 U.S.C. § 1397d (a)} to the same extent and in the same manner as such section applies to payments to States under Title XX of the Social Security Act (the Social Services Block Grant)].

This is a fixed price contract. LCS will account for any unspent funds and justify the need for carry-forward in collaboration with OMHRA if applicable. LCS will be expected to track expenditures and provide detailed monthly invoices to OMHRA citing actual expenditures for the prior month of operation in accordance with the attached budget. Invoices shall be received by OMHRA no later than 15 days after the end of the month for which services are billed. Any unspent funds awarded to the contractor shall be returned to DHHS at the end of the project period.

Failure to meet the scope of services outlined in this contract may jeopardize the continuation of the contract, or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. During the contract period OMHRA may adjust contract amounts based upon utilization, fiscal expenditure and other contract requirements. Any reallocations will be carried out through the contract amendment process.

Contractor Initials me
Date 4/23/12

DHHS/OMHRA will hold back 10% of the total contract amount until OMHRA has established that performance measures and deliverables have been met in a satisfactory manner.

III. HPOP Capacity Building Components

The purpose of this contract is to fulfill the objectives of HPOP, as defined by OMHRA:

- To train TANF recipients and other low-income individuals in high-demand health professions;
- To connect the workforce needs of healthcare employers with an expanding labor pool of skilled workers; and
- To enhance the infrastructure of training programs statewide to recruit and retain minority students.

LCS will partner with OMHRA to achieve these objectives by focusing on the Capacity Building portion of HPOP to increase stable healthcare employment opportunities for HPOP Case Management and Training Program graduates through sector based economic development. Capacity Building outcomes will be achieved by the project components outlined below. LCS will also partner with OMHRA to develop a young adult outreach committee and to establish a structure for support and mentoring of HPOP participants who have aged out of State care.

1. Market Research

Development of an employer targeted marketing/communication strategy will begin immediately. Under the direction of LCS, LK will initiate market-based research, sampling both HPOP-engaged and non-engaged employers randomly and surveying selected subjects. Initial findings will be used by CEI to begin person-to-person outreach with identified, sympathetic employer subjects. LK will simultaneously refine the HPOP to employer message and overall communication strategy.

2. Outreach and Business Advisory Council Development

CEI will engage in a number of activities designed to engage employers to participate in HPOP through established Business Advisory Councils (BACs) and through recruitment of HPOP graduates. These activities are as follow:

Contractor Initials LM
Date 4/25/12

- a. Conduct intensive outreach ongoing to identify and engage at least two of the largest healthcare employers in each region for participation in established BACs.
- b. Continue to document attendance of healthcare providers at all BAC meetings.
- c. Intentionally solicit and document employer perceptions of HPOP to assess the extent to which they value HPOP and BAC participation. Findings will be documented and reviewed routinely at Employment Team meetings to identify trends. The Employment Team and CEI will use this information to inform strategy for BAC development and for employer outreach generally.
- d. Work with the NH Hospital Association to identify hospitals within the four HPOP regions that have performed diversity self-assessments and to track their progress toward increased diversity and inclusive policies. Gather information about each organizational experience with this process.
- e. Through the Hospital Association, CEI will encourage those who have not yet engaged in self-assessment to do so based on social values and predictions for ROI.
- f. CEI will target 20 healthcare employers for participation in a workforce needs assessment which will be conducted both 1:1 and through the BAC meetings.
- g. All information and analysis concerning employer standards, workforce needs and diversity status will be shared with LCS and OMHRA through quarterly reports and Employment Team meetings.
- h. With DOL members of the HPOP leadership team, educate healthcare employers about Apprenticeship Programs.
- i. CEI will coordinate at least 2 presentations for each BAC (8 total presentations).
- j. CEI will coordinate with the Therapeutic Family Connections Program Manager to recruit Business Advisory Council members to provide

Contractor Initials
Date 4/25/12

information, guidance and support to youth interested in pursuing a career in healthcare through established and/or developed youth groups focused on career exploration.

- k. CEI will serve as the lead partner for other contracted healthcare business outreach activities.

IV. Capacity Building Convening

LCE will participate in a convening to share capacity building products, outcomes and lessons learned within 60 days of the project end date.

V. Work Plan

The following is a work plan that includes activities, inputs, timeframes, responsible parties, anticipated outputs, and evaluation plans relating back to Project Area 2 regarding increasing stable healthcare employment opportunities for HPOP Case Management and Training Program graduates through sector based economic development. A second work plan describes the youth outreach and support activities, inputs, timeframes and responsible parties relating to Project Area 3.

A variety of tools will be used to measure performance and assess progress. These include, but are not limited to monthly tracking sheets, attendance records, focus groups, program records, and documented inventory lists and analyses. Data will be captured monthly which will then roll into overall project reporting for OMHRA.

Project Goal 2 Statement: To increase stable healthcare employment opportunities for HPOP Case Management and Training Program graduates through sector based economic development.

Contractor Initials AKL
Date 4/25/12

OUTCOME #1: HPOP Employer Network expanded by securing participation of NH's largest healthcare employers.

Activity	Inputs	Timeframe	Responsible Party	Anticipated Outputs
Research and analyze perceptions of HPOP's current image and awareness level of NH's largest healthcare employers.	OMHRA, LCS, CEI, Key healthcare administrators	5/23/12-7/13/12	Louis Karno and Co.	Research and analysis conducted in 4 geographic areas
Develop and test key messages the clearly describe the value and impact of HPOP	OMHRA, LCS, CEI	5/23/12-7/13/12	Louis Karno and Co.	Key messaging developed and tested
Implement new marketing strategies	Louis Karno and Co. OMHRA	7/13/12-9/29/12 and ongoing	LCS, CEI	New marketing strategies implemented
Continue formation of BAC's in Manchester and Nashua	LCS, OMHRA	5/23/12-9/29/12	CEI	Manchester and Nashua BAC's formed and first meeting held
Increase membership of Concord and Seacoast area BAC's	LCS, OMHRA	5/23/12-9/29/12	CEI	Concord and Seacoast area BAC membership increased
Document attendance at BAC meetings and track perspectives on values gained by employers	LCS, OMHRA	5/23/12-9/29/12 and ongoing	CEI	Participation and values gained by employers logged
Provide technical assistance to LCS on ways to effectively use Chambers of Commerce (COC) to promote HPOP goals	LCS, OMHRA	5/23/12-6/29/12	CEI	Strategies on effective ways to interface with COC's provided

Contractor Initials AKA
 Date 4/25/13

OUTCOME #1 EVALUATION PLAN

Outcome #1: Outcome Indicator(s)	Data Collection Method and Timeframe
<ul style="list-style-type: none"> BAC's in 4 geographic areas fully functional with participation from at least 2 top healthcare employers in each region 	<ul style="list-style-type: none"> Monthly tracking sheets from 5/23/12-9/29/12

OUTCOME #2: New opportunities and methods for healthcare employers to engage in ongoing communication with HPOP, to relay employer staffing needs to HPOP and to recruit HPOP graduates for employment provided.

Activity	Inputs	Timeframe	Responsible Person	Anticipated Outputs
Identify and track hospitals in 4 HPOP geographic sites that have conducted diversity self-assessments	NH Hospitals, NH Hospital Association	8/1/12-9/29/12	CEI	Hospitals that have conducted diversity self-assessments identified and tracked
Promote and encourage the use of diversity self-assessment tools among the hospitals within the 4 HPOP geographic sites.	NH Hospitals, NH Hospital Association	8/1/12-9/29/12 and ongoing	CEI	The use of diversity self-assessment tools promoted and encouraged among hospitals within 4 HPOP geographic sites
Set up meetings with hospitals, clinics, VNAs, and other healthcare providers to learn about staffing/income trends	Health Care providers	5/23/12-9/29/12 and ongoing	CEI, LCS Job Developers	Meetings conducted, information analyzed and documented
Solicit feedback from healthcare employers to justify the need for trained professionals in specific professions	Healthcare Employers	5/23/12-9/29/12 and ongoing	CEI, LCS Job Developers	20 employers targeted for feedback (5 from each HPOP geographic region) Mechanism for feedback established

Contractor Initials AWL
 Date 4/25/12

Activity	Inputs	Timeframe	Responsible Person	Anticipated Outputs
Educate healthcare employers about Apprenticeship program in order to promote benefits to employers	DOL HPOP Employment Team	5/23/12-9/29/12 and ongoing	CEI, LCS Job Developers	20 employers targeted for education about Apprenticeship program (5 from each HPOP geographic region)

OUTCOME #2 EVALUATION PLAN

Outcome #2: Outcome Indicator(s)	Data Collection Method and Timeframe
<ul style="list-style-type: none"> At least 20 healthcare employers actively relay staffing needs 	<ul style="list-style-type: none"> Monthly tracking sheets from 5/23/12-9/29/12

OUTCOME #3: HPOP graduates supported to become self-employed or start up businesses where such activity is justified by documented service and labor market need.

Activities	Inputs	Timeframe	Responsible Person	Anticipated Outputs
Conduct Labor Market analysis to identify potential occupations for self-employment for HPOP graduates	DOL	5/23/12-7/13/12	LCS Job Developers	Labor Market analysis conducted

Contractor Initials AKC
Date 4/25/12

Activities	Inputs	Timeframe	Responsible Person	Anticipated Outputs
Training from NH Community Loan Fund provided to LCS about business start up processes	NH Community Loan Fund	By 7/21/12	LCS Job Developers, CEI	Staff fully informed about the processes of business start up
Conduct feasibility study on self-employment/business start up opportunities for HPOP graduates	NH Community Loan Fund HPOP Employment Team	By 8/30/12	LCS Job Developers, CEI	Feasibility study on self-employment/business start up completed
If appropriate, inform HPOP trainees/graduates about self-employment/business start up options through career counseling	HPOP trainees/graduates	8/30/12-9/29/12 and ongoing	LCS Job Developers and Case Managers	HPOP trainees/graduates counseled about opportunities

OUTCOME # 3 EVALUATION PLAN

Outcome # 3: Outcome Indicator(s)	Data Collection Method and Timeframe
<ul style="list-style-type: none"> Feasibility study conducted for at least 1 healthcare occupation 	<ul style="list-style-type: none"> Report generated by 8/30/12

Contractor Initials MAE
 Date 4/25/12

D. Timeline**Project period May 23, 2012 – September 29, 2012****Employer Network Expanded**

5/23/12—6/29/12: Technical assistance re: effective use of Chambers of Commerce provided to LCS HPOP staff.

5/23/12—7/13/12: Research and analysis of perceptions about HPOP among largest healthcare employers in 4 HPOP geographic sites conducted.

5/23/12—7/13/12: Key messaging developed and tested.

7/13/12—9/29/12 and ongoing: New marketing strategies implemented

5/23/12—9/29/12: BAC's in Manchester and Nashua established

5/23/12—9/29/12: BAC's in Concord and the Seacoast area experience increased membership

5/23/12—9/29/12 and ongoing: Through the BAC's, employer perspectives on values gained through engagement with HPOP tracked.

Healthcare employers engage in ongoing communication with HPOP

5/23/12—9/29/12 and ongoing: Meetings held with area healthcare employers to learn about staffing needs.

5/23/12—9/29/12 and ongoing: Feedback regarding growth occupations from healthcare employers solicited.

5/23/12—9/29/12 and ongoing: Healthcare employers educated about Apprenticeship program.

8/1/12—9/29/12: Identify and track hospitals in 4 HPOP geographic sites that have conducted diversity self-assessments

8/1/12—9/29/12 and ongoing: Promote and encourage the use of diversity self-assessment tools among the hospitals within the 4 HPOP geographic sites.

C. Work Plan: The following is a work plan that includes activities, inputs, timeframes, responsible parties, anticipated outputs, and evaluation plans relating to project area 3 regarding identifying, building and coordinating infrastructure to support youth 'aging out' of foster care to achieve post-secondary healthcare education and training. Tools to measure performance and assess progress will include, but are not limited to: the number of meetings with foster care agencies, emergency shelters, and other agencies serving youth aging out of foster care; number of informational events directly to potential consumers; number of referrals; and enrollment

Contractor Initials DLA
Date 4/25/12

records. Data will be captured monthly which will then roll into overall project reporting for OMHRA. The LSS Performance and Quality Improvement (PQI) process will be applied to the HPOP work plan to ensure that minimum performance measures are met and that action steps for improvement are implemented if outcomes are not being met.

H. Project Goal Statement: To identify, build and coordinate infrastructure to support youth 'aging out' of foster care to achieve post-secondary healthcare education and training.

Contractor Initials *me*
Date 4/25/12

OUTCOME #1: Systems and organizations responsible to serve youth placed outside their homes are engaged to devise a plan to support those who 'age out' to pursue post-secondary education for careers in healthcare.

Activity	Inputs	Timeframe	Responsible Party	Anticipated Outputs
Recruit, hire, and train a full-time Project Coordinator	Job description, job search sites (e.g., Monster, Craig's list)	5/23/12-6/15/12	LSS TFC Program Manager in partnership with OMHRA staff will conduct search	Project Coordinator hired and oriented by 6/15/12
Meet with the four District Offices (DO's) of Division for Children & Youth Services (DCYS) and Division of Juvenile Justice Services (DJJS) in the HPOP catchment area to explain the HPOP opportunity for foster care youth, providing referral and contact information.	LSS Project Coordinator, agency staff at DCYF/DJJS DO's	5/23/12-7/31/12	LSS Project Coordinator, LSS TFC Program Manager	Four meetings
Meet with staff of all emergency and transitional shelter programs within the catchment areas (8 to 10 anticipated) to explain the HPOP program and arrange for health professionals to meet with residents to introduce healthcare professions and explain current training opportunities	LSS Project Coordinator, shelter staff	5/23/12-9/29/12	LSS Project Coordinator, LSS TFC Program Manager	8 to 10 meetings with emergency and transitional shelter staff to explain the program
Meet with other foster care provider agencies and/or youth shelters (e.g., Child and Family Services, The Chase Home for Children, etc.) to explain the HPOP opportunity for foster care youth	LSS Project Coordinator, other foster care provider agency staff	5/23/12-9/29/12	LSS Project Coordinator, LSS TFC Program Manager	Connect with no less than two other providers serving within the catchment area
Meet with the established Business Advisory Councils to recruit healthcare professionals who are willing to provide	LSS Project Coordinator, BACs, health professionals	5/23/12-9/29/12	LSS Project Coordinator	Four meetings – one BAC from each geographic area

Contractor Initials AME
 Date 4/25/12

Activity	Inputs	Timeframe	Responsible Party	Anticipated Outputs
information to youth about healthcare professions and help support them				

OUTCOME #1 EVALUATION PLAN

Outcome #1: Outcome Indicator(s)	Data Collection Method and Timeframe
<ul style="list-style-type: none"> At least 14 meetings with the combined audiences 	Monthly tracking sheets 5/23/12 – 9/29/12

OUTCOME #2(a): Activities for youth aging out of state care are developed and delivered to interest them in a career in healthcare.

Activity	Inputs	Timeframe	Responsible Party	Anticipated Outputs
Meet directly with youth who are residents of emergency shelters and transitional housing to explain current training opportunities and to discuss the scope of healthcare employment needs	Healthcare professionals, LSS Project Coordinator, shelter staff and residents	5/23/12-9/29/12	LSS Project Coordinator	Up to 8 meetings at transitional shelters with residents during the grant period

OUTCOME #2(a) EVALUATION PLAN

Outcome #2(a): Outcome Indicator(s)	Data Collection Method and Timeframe

Contractor Initials AME
 Date 4/25/12

<p>Outcome #2(a): Outcome Indicator(s)</p> <ul style="list-style-type: none"> • At least 8 meetings with youth arranged • At least 30 youth who seek additional information as a result of informational meetings • Projected 5 youth who enroll in program as a result of informational meetings 	<p>Data Collection Method and Timeframe</p> <p>Monthly tracking sheets, 5/23/12 – 9/29/12</p>
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OUTCOME #2(b): The necessary resources and supports are provided to interest youth aging out of state care in a career in healthcare.

Activity	Inputs	Timeframe	Responsible Party	Anticipated Outputs
<p>Structure created for geographic peer support groups for four areas for youth who are pursuing HPOP opportunities</p>	<p>LSS Project Coordinator, collaborating agencies, healthcare professionals</p>	<p>5/23/12-9/29/12</p>	<p>LSS Project Coordinator</p>	<p>Structure for four geographic peer support groups established, with collaborating agencies providing space</p>
<p>Web resources will be created to connect youth pursuing or interested in pursuing HPOP (e.g., web site, Facebook page)</p>	<p>Web developer, LSS Project Coordinator and project team, including OMHRA to provide content</p>	<p>By 9/29/12</p>	<p>LSS Project Coordinator, LSS TFC Program Manager</p>	<p>Web site, Social Media are “live”</p>

OUTCOME #2(b) EVALUATION PLAN

<p>Outcome #2(b): Outcome Indicator(s)</p> <p>Once program is in place –</p> <ul style="list-style-type: none"> • Peer support group attendance among enrollees • Number of Facebook “Likes”, web site hits • Retention rate 	<p>Data Collection Method and Timeframe</p> <p>Monthly tracking sheets, 5/23/12 – ongoing</p>
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Contractor Initials BAE
 Date 4/25/12

OUTCOME #3: Linkages are established with initiatives (all those identified in the four DCYS DO areas) seeking to connect youth in care with pro-social adults including family, friends and other adults who have the potential to play a significant supportive role in the youth's life.

Activities	Inputs	Timeframe	Responsible Party	Anticipated Outputs
<p>Upon receiving referrals, meet with identified youth CPSW/JPO and their foster care workers/parents (if still in care) and any other person the youth wishes to involve (if "healthy relationship"), to discuss the HPOP opportunity, assess readiness for post-secondary education, identify any barriers, and create an action plan for moving forward</p>	<p>Foster parents, case workers, relatives, or other close adult relationships, the youth, healthcare professionals</p>	<p>5/23/12 – ongoing</p>	<p>LSS Project Coordinator</p>	<p>Draft Action Plan</p>
<p>Upon enrollment, LSS, DCYF/DJJS and other foster care providers have 90 days to finalize action plans to include applying for the chosen training, supported through the HPOP application process, and having already started their training with aftercare plans in place or have a start date.</p>	<p>DYCF/DJJS, foster parents, case workers, relatives, or other close adult relationships, the youth</p>	<p>5/23/12 – ongoing</p>	<p>LSS Project Coordinator</p>	<p>Finalized Action Plan</p>

OUTCOME # 3 EVALUATION PLAN

<p>Outcome # 3: Outcome Indicator(s)</p>	<p>Data Collection Method and Timeframe</p>
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Contractor Initials me
 Date 4/25/12

Outcome # 3: Outcome Indicator(s)	Data Collection Method and Timeframe
<p>5 youth feel supported to enroll in the program and motivated to complete their training.</p>	<ul style="list-style-type: none"> • Monthly tracking sheets – 5/23/12 – ongoing • Client satisfaction surveys (e.g., youth, foster parents) • Stakeholder focus groups (e.g., foster care provider agencies, DCYF/DJJS DO's, OMFRA, foster parents, youth, healthcare professionals who participate in the project, etc.)

Contractor Initials AME
 Date 4/25/13

Lutheran Community Services, Inc.

EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

A. Funding Of Contract

1. This contract is currently funded with \$83,036.00 of federal funds made available under the Catalog of Federal Domestic Assistance, CFDA # 93.093, Health Profession Opportunity Grants, US Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance.

B. In consideration of the satisfactory performance of the Services as determined by this contract, the State agrees to pay over to the Contractor, funds not to exceed \$83,036.00.

1. Payments under this contract are not to exceed \$83,036.00 for the contract and project period of May 23, 2012 or the date of Governor and Council Approval; whichever is later, through September 29, 2012.
2. Full funding of this contract is contingent upon continued receipt and state appropriation of federal funds awarded under the Health Profession Opportunity Project grant by the Administration for Children and Families for the specified purpose of Capacity Building.
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 Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than 15 days after the close of the month. .
4. DHHS will hold back 10% of the value of the contract until OMHRA has established that performance measures and deliverables were met in a satisfactory manner.
5. 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.
6. Payments will be made by DHHS within 60 days of receipt of conforming invoice.

Contractor Initial *DL*
Date *4/25/12*

CDFA Title: Affordable Care Act (ACA) Health Profession Opportunity Grants

CDFA No: 93.093

Award Name: NH Health Profession Opportunity Project

Federal Agency: US Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance

Contractor Initial me
Date 4/25/12

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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors 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 agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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, Office of Minority Health and Refugee Affairs, Health Profession Opportunity Project, 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. 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.

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.

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

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

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT 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;

Contractor Initials: me
Date: 4/25/12

- (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.

Lutheran Community Services, Inc. From: 5/23/2012 To: 9/29/2012
 (Contractor Name) (Period Covered by this Certification)

Lisa Cohen, Chief Financial Officer, Executive VP
 (Name & Title of Authorized Contractor Representative)

Lisa Cohen, CFO/VP
 (Contractor Representative Signature)

4/25/12
 (Date)

Contractor Initials: *LMC*
 Date: *4/25/12*

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: May 23, 2012 (or G & C approval date) through September 29, 2012

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.

[Handwritten Signature] CFO/EVP
(Contractor Representative Signature)

Lisa Cohen, Chief Financial Officer, Executive VP
(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.
(Contractor Name)

4/25/12
(Date)

Contractor Initials: [Handwritten]
Date: 4/25/12

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.

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).

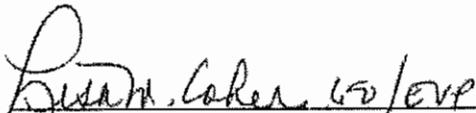
Contractor Initials: AME
Date: 4/25/10

LOWER TIER COVERED TRANSACTIONS

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

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

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



(Contractor Representative Signature)

Lisa Cohen, Chief Financial Officer, Executive VP

(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.

(Contractor Name)

4/25/12

(Date)

Contractor Initials: lmc
Date: 4/25/12

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.

Lisa M. Cohen, CFO/VP
(Contractor Representative Signature)

Lisa Cohen, Chief Financial Officer, Executive VP
(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.
(Contractor Name)

4/25/12
(Date)

Contractor Initials LMC
Date: 4/25/12

NH Department of Health and Human Services

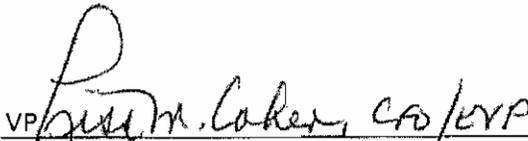
STANDARD EXHIBIT H

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.


VP Lisa M. Cohen, CFO/VP
(Contractor Representative Signature)

Lisa Cohen, Chief Financial Officer, Executive

(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.
(Contractor Name)

4/25/12
(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.

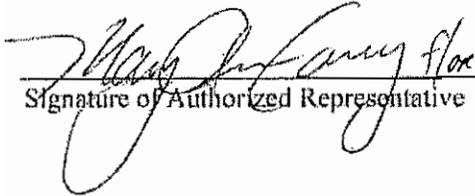
(6) **Miscellaneous**

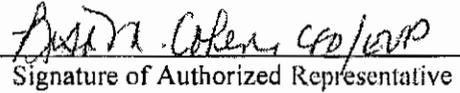
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section 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
Office of Minority Health and Refugee Affairs
The State Agency Name

Lutheran Community Services, Inc.
Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Trinidad Tellez, M.D
Name of Authorized Representative

Lisa Cohen
Name of Authorized Representative

Director, OMHRA
Title of Authorized Representative

Chief Financial Officer, Executive VP
Title of Authorized Representative

4/26/12
Date

4/25/12
Date

ATTACHMENT B

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Health and Human Services (DHHS), including agencies under contract with DHHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past recipient of assistance from any Departmental program is considered confidential information. Information about a client may be shared among staff of DHHS (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services.

No information is to be shared outside of DHHS (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DHHS shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

I, Lisa Cohen have read and understand this statement and (print name) agree to abide by it.

Beth Cohen, CEO/VP Signature 4/25/12 Date

Lutheran Community Services, Inc. Organization

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.

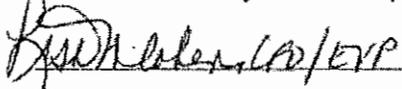
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.



Lisa Cohen, Chief Financial Officer, Executive VP

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Lutheran Community Services, Inc.

4/25/12

(Contractor Name)

(Date)

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: 1215240909

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

NO YES

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

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

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

NO YES

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

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

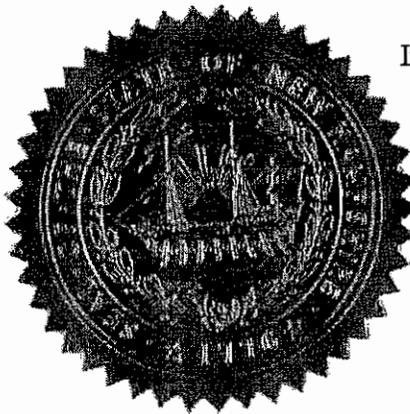
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lutheran Community Services, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on June 13, 2011. 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 22nd day of March, A.D. 2012

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

William M. Gardner
Secretary of State

Certificate of Vote

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

- (1) I am the duly elected and acting Clerk of Lutheran Community Services, Inc., a Massachusetts corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held via mail vote on the 1st of July, 2011 which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation:

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

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

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

Heather L. Feltman President

Lisa Cohen Executive Vice President

Angela Wallingford Executive Vice President

Nick Russo Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Corporation and have affixed its corporate seal this 25th day of April, 2012.

Alana Geary
(Signature)

(Seal)

STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

On this the 25 day of April, 2012 before me, Deborah Cistoldi, the undersigned officer, personally appeared Alana Geary, who acknowledge her/himself to be the Clerk, of Lutheran Community Services, Inc.; (Title) (Name of Corporation) a corporation, and that she/he, as such Clerk being authorized to (Title) do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Clerk.

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

Deborah Cistoldi
Notary Public/Justice of the Peace

My Commission expires





149853

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2012

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

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

PRODUCER Commercial Lines - (212) 682-7500 Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue, 7th Floor New York, NY 10017	CONTACT NAME: Selina Palermo PHONE (A/C, No., Ext): 2126827500 E-MAIL ADDRESS: selina.palermo@wellsfargo.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Lutheran Social Services of New England Inc. 14 East Worcester Street Worcester, MA 01604	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Hartford Insurance Co. of the Midwest	NAIC # 37478
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 4239773 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		PHPK752672	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 Comp. Ded. \$1,000 Coll. Ded. \$1,000		PHPK752672	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PPHUB354174	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A		10WBAC3925	8/12/2011	8/12/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

For Information Purposes

CERTIFICATE HOLDER

New Hampshire
 Department of Health and Human Services
 Office of Minority Health and Refugee Affairs (OMHRA)
 97 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gracie B...

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ACORD 25 (2010/05)

lpe
4/25/12

**LUTHERAN COMMUNITY SERVICES OF
MASSACHUSETTS, INC.**

FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2011

**LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
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YEAR ENDED JUNE 30, 2011**

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INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying statement of financial position of Lutheran Community Services of Massachusetts, Inc. as of June 30, 2011, and the related statements of activities, changes in net assets, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lutheran Community Services of Massachusetts, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

LarsonAllen LLP
LarsonAllen LLP

Quincy, Massachusetts
November 30, 2011

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2011

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 400,884
Accounts Receivable, (Net of Estimated Uncollectible Accounts)	3,411,763
Prepaid Expenses	303,052
Other Current Assets	991
Total Current Assets	<u>4,116,770</u>

ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Affiliate	592,214
--	---------

PROPERTY AND EQUIPMENT

Land	170,564
Building	1,176,188
Building Improvements	1,736,424
Leasehold Improvements	1,015,725
Furniture and Equipment	225,814
Vehicles	144,292
Equipment Held Under Capital Lease	408,295
Computer Equipment and Software	50,332
Total	<u>4,927,624</u>
Less: Accumulated Depreciation	<u>1,879,306</u>
Total Property and Equipment, Net	3,048,318

DUE FROM RELATED PARTIES

767,779

OTHER ASSETS

Deposits	46,782
Construction in Progress	3,000
Total Other Assets	<u>49,782</u>

Total Assets	<u><u>\$ 8,574,873</u></u>
--------------	----------------------------

See accompanying Notes to Financial Statements.

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Line of Credit	\$ 500,000
Long-Term Debt - Current Maturities	79,986
Accounts Payable	925,183
Accrued Expenses	1,517,553
Deferred Revenue	263,701
Due to the State of Maine	153,902
Due to Third Party	43,059
Total Current Liabilities	<u>3,483,384</u>

LONG-TERM DEBT, Net of Current Maturities 1,224,883

DUE TO RELATED PARTIES 410,144

Total Liabilities 5,118,411

NET ASSETS

Unrestricted	2,862,860
Temporarily Restricted	603,602
Total Net Assets	<u>3,466,462</u>

Total Liabilities and Net Assets \$ 8,574,873

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2011

UNRESTRICTED NET ASSETS
REVENUE

Program Service Revenue	
Public Sources	\$ 31,250,629
Private Sources	<u>3,181,642</u>
Total Program Service Revenue	<u>34,442,271</u>

OTHER INCOME

Net Assets Released from Restriction Used for Operations	305,360
Investment Income	273
Other Income	<u>113,703</u>
Total Other Income	<u>419,336</u>

Total Revenue 34,861,607

EXPENSES

Salaries and Wages	17,793,881
Employee Benefits	3,756,513
Program Expenses	5,757,526
Professional Fees	162,483
Occupancy Costs	1,413,240
Operating Supplies and Expenses	1,033,926
Administrative Costs	3,655,644
Travel Expenses	1,023,964
Custodial Fee	58,441
Depreciation and Amortization	310,069
Bad Debt Expense	40,414
Interest	<u>111,836</u>
Total Expense	<u>35,117,937</u>

DECREASE IN NET ASSETS FROM OPERATIONS \$ (256,330)

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED OF JUNE 30, 2011

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
NET ASSETS AT JULY 1, 2010 (NOTE 16)	\$ 3,109,190	\$ 589,326	\$ 3,698,516
Decrease in Net Assets from Operations	(256,330)	-	(256,330)
Change in Beneficial Interest in Net Assets of Affillate	-	319,636	319,636
Net Assets Released from Restrictions - Operations	-	(305,360)	(305,360)
Change in Net Assets	<u>(256,330)</u>	<u>14,276</u>	<u>(242,054)</u>
NET ASSETS AT JUNE 30, 2011	<u>\$ 2,852,860</u>	<u>\$ 603,602</u>	<u>\$ 3,456,462</u>

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2011

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ (242,054)
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:	
Depreciation and Amortization	310,069
Bad Debts	40,414
Change in Beneficial Interest in Net Assets of Affiliate	(14,276)
Loss on Disposal of Fixed Asset	600
(Increase) Decrease in:	
Accounts Receivable	(319,533)
Grants Receivable	20,150
Prepaid Expenses	(126,863)
Other Current Assets	351
Deposits	(3,725)
Increase (Decrease) in:	
Accounts Payable	53,674
Accrued Expenses	150,497
Deferred Revenue	94,589
Due to State of Maine	11,717
Due to Third Party	(15,451)
Provision for Loss Contingency	(70,000)
Net Cash Used by Operating Activities	<u>(109,841)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of Property and Equipment	(89,691)
Additions to Construction in Progress	(3,000)
Net Cash Used by Investing Activities	<u>(92,691)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Advances on Line of Credit	400,000
Payments on Line of Credit	(700,000)
Principal Payments on Long-Term Debt	(85,209)
Advances from Related Organizations	569,954
Net Cash Provided by Financing Activities	<u>184,746</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (17,787)

Cash and Cash Equivalents - Beginning of Year (Note 16) 418,761

CASH AND CASH EQUIVALENTS - END OF YEAR \$ 400,964

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash Paid for Interest \$ 111,836

**SUPPLEMENTAL DATA FOR NONCASH INVESTING AND FINANCING
TRANSACTIONS**

Equipment Acquired via Capital Lease \$ 118,375

Construction in Progress Placed in Service \$ 15,698

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2011

	<u>Total</u>	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>
Salaries and Wages	\$ 17,793,881	\$ 17,769,994	\$ 23,887	\$ -
Employee Benefits	3,756,613	3,739,850	16,663	-
Program Expenses	5,757,526	5,757,526	-	-
Professional Fees	162,483	84,880	77,603	-
Occupancy Costs	1,413,240	1,356,070	57,170	-
Operating Supplies and Expenses	1,033,926	943,155	90,771	-
Administrative Costs	3,655,644	-	3,655,644	-
Travel Expenses	1,023,964	1,023,964	-	-
Custodial Fee	58,441	-	-	58,441
Interest	111,836	111,836	-	-
Bad Debt Expense	40,414	38,396	2,018	-
Total Before Depreciation	<u>34,807,868</u>	<u>30,825,671</u>	<u>3,923,756</u>	<u>58,441</u>
Depreciation and Amortization	<u>310,069</u>	<u>278,992</u>	<u>31,077</u>	<u>-</u>
Total Functional Expenses	<u>\$ 35,117,937</u>	<u>\$ 31,104,663</u>	<u>\$ 3,954,833</u>	<u>\$ 58,441</u>

See accompanying Notes to Financial Statements.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lutheran Community Services of Massachusetts, Inc. (the Organization) is a corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. Effective July 1, 2010, assets were transferred to the Organization from Lutheran Community Services of New Hampshire, Inc. and Lutheran Community Services of Maine, Inc., related parties, as a result of the combination of operations (see Note 16 for details). The Organization provides community service programs to children, families, refugees, and developmentally disabled adults throughout New England. Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of the Organization.

The Organization provides the following programs:

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

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

Adoption – through this program, the Organization provides services related to domestic and international adoptions.

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Program Service Revenue

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Property and Equipment

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

Net Assets

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

Unrestricted Net Assets

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

Temporarily Restricted Net Assets

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

Permanently Restricted Net Assets

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

Recognition of Donor Restrictions

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

Donated Services

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

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$35,300 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Use of Estimates

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

Functional Allocation of Expenses

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

Income Taxes

The Organization is not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from federal and state income taxes on related income pursuant to section 501(a) of the code. Should that status be challenged, in the future the Organization's 2008 through 2011 tax years are open for examination by federal and state taxing authorities.

Deferred Revenue

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

Fair Value Measurements

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

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

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

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

Fair Value Measurements (Continued)

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

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

Subsequent Events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through November 30, 2011, the date the financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Affiliate

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

NOTE 3 RELATED PARTY TRANSACTIONS

The Organization has entered into the following transactions with related parties:

a.) The Organization is charged annually by LSSNE for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$3,655,644 for the year ended June 30, 2011. These expenses have been included on the statement of activities under the captions "Administrative Costs". In addition, LSSNE is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organization.

b.) In connection with soliciting and managing donations received, LSSNEF charged the Organization a custodial fee. The custodial fee charged to operations was \$58,441 for the year ended June 30, 2011.

c.) The Organization rents office space and various program sites from various affiliates under tenancy at will arrangements. The rent charged to operations for these program sites and office space amounted to approximately \$59,000 for the year ended June 30, 2011.

**LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011**

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

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

Due from Related Parties:	
Lutheran Social Services of New England, Inc.	\$ 630,553
Lutheran Home of Southbury, Inc.	128,819
Lutheran Community Services - Creative Living, Inc.	5,301
Luther Ridge at Middletown, Inc.	3,106
Total	<u>\$ 767,779</u>
Due to Related Parties:	
Lutheran Social Services of New England Foundation, Inc.	\$ 296,652
Good News Garage, Inc.	113,492
Total	<u>\$ 410,144</u>

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organization participates in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by LSSNE. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organization did not make contributions to the plan for the year ended June 30, 2011.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2011:

Accounts Receivable - Program Services	\$ 3,482,490
Less: Allowance for Doubtful Accounts	<u>70,727</u>
Accounts Receivable, Net	<u>\$ 3,411,763</u>

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 6 CONCENTRATION OF CREDIT RISK

Financial Instruments that potentially subject the Organization to concentrations of credit risk consist principally of the following:

Cash and Cash Equivalents

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

Major Customer

The Organization receives significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire and Maine. At June 30, 2011 approximately 91% of the Organization's revenue was received from state and federal agencies directly or via pass through for the year then ended.

Due from Related Parties

The Organization extends unsecured credit to its affiliates. The balance due from affiliates totaled \$767,779 at June 30, 2011.

Beneficial Interest in Net Assets of Related Party

The Organization's unsecured gifts, held by a related party, amounted to \$592,214 at June 30, 2011.

Accounts Receivable

The Organization extends unsecured credit to its customers. Accounts receivable amounted to \$3,411,763 at June 30, 2011.

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$310,069 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 8 MAINE MEDICAID LIABILITY

The Organization provides services for Medicaid eligible individuals under terms of costs based contracts with the State of Maine. Accordingly, the Organization provides for the estimated amount of settlements with Medicaid as a liability. Final reimbursement is not determined until the State of Maine accepts the cost report. The amount of the estimated liability was approximately \$154,000 at June 30, 2011. Adjustments to these estimates are reflected on the Statement of Activities under the caption "Public Sources" to the extent not previously recorded in the year the final settlement information becomes available to management.

NOTE 9 LINE OF CREDIT

The Organization has two line of credit agreements with TD Bank and Bank of America. The lines of credit are payable on demand and have limits of \$500,000 and \$300,000, respectively. The lines are collateralized by various business assets. The interest rates on the lines of credit range from prime to prime plus 3% (4 – 6.25% at June 30, 2011). The Organization had \$500,000 outstanding on the lines of credit at June 30, 2011. See Note 18 for additional information related to subsequent events with respect to the TD Bank line of credit.

The Organization was not in compliance with the debt service coverage ratio at June 30, 2011 on the Bank of America line of credit. However, the lender did not demand payment as is allowed under the agreement and the debt is currently classified as current as the amount is due on demand.

NOTE 10 LONG TERM DEBT

The Organization is liable on long-term debt at June 30, 2011 as follows:

Note Payable

Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is the 30 year treasury bill rate plus 2 1/2% adjusted annually (7.1% at June 30, 2011).

	\$ 334,218
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LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 10 LONG TERM DEBT (CONTINUED)

Mortgages

1st Mortgage payable to TD Bank in monthly principal and interest payments of \$4,225 through May 2011 and a balloon payment of all principal and accrued interest not yet paid due in June 2011, with a variable interest rate calculated on the unpaid principal balances at the Five Year Home Loan Bank Classic Advance Rate plus 2.00% (7.68% at June 30, 2011), secured by all business assets. Amended - subsequent to June 30, 2011 see note below.

447,750

2nd Mortgage payable to TD Bank for the Antrim Girls Shelter in monthly principal and interest payments of \$1,520 through December 17, 2014, with a fixed interest rate of 6.5%, secured by the building and all equipment contained therein.

57,334

Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by the Organization at four locations, with an interest rate of 7.7%, due August 2032. Monthly principal and interest payments of \$2,813.

348,864

Capital Lease Obligations

The Organization is obligated under various capital lease agreements for equipment and motor vehicles, expiring from 2013 through 2016, with a combined monthly payment of \$3,000 with interest rates ranging from approximately 4% to 8%.

116,703

Total

1,304,869

Less: Current Maturities

(79,986)

Long-Term Debt, Net

\$ 1,224,883

The 1st mortgage payable to TD Bank was amended on September 19, 2011. The current maturities of long-term debt reflect the refinanced debt as of June 30, 2011. See Note 18 for additional details.

Following are current maturities for the next five years:

<u>Year Ended June 30,</u>	<u>Current Maturities</u>
2012	\$ 79,986
2013	86,577
2014	82,457
2015	432,261
2016	17,638

Interest charged to operations for the above long-term debt and lines of credit amounted to \$111,836 for the year ended June 30, 2011.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 11 DUE TO THIRD PARTY

The Organization is reflecting an estimated liability in the amount of \$43,059 at June 30, 2011, due to the New Hampshire Department of Children, Youth and their Families (DCYF) resulting from reported overpayments that date back to 2005. The liability is reflected on the Statement of Financial Position under the caption "Due to Third Party".

NOTE 12 OPERATING LEASES

The Organization leases land, buildings, equipment and motor vehicles under various operating lease agreements with terms of one to ten years. Total rent and related expenses amounted to approximately \$1,048,000 for the year ended June 30, 2011.

Future minimum lease payments under these agreements are as follows:

<u>Year Ended June 30,</u>	<u>Amount</u>
2012	\$ 588,929
2013	466,510
2014	144,860
2015	99,322
2016	11,831
Thereafter	-
Total	<u>\$ 1,311,252</u>

NOTE 13 CONSTRUCTION IN PROGRESS

As of June 30, 2011, the Organization capitalized \$3,000 for the deposit on an air conditioning system to be installed in 2012. The Organization placed into service \$15,598 of costs related to property renovations completed during 2011.

NOTE 14 CONTINGENCIES

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

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

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 14 CONTINGENCIES (CONTINUED)

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

A significant portion of the Organization's revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organization cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organization.

The Organization was previously covered by a retroactive workers compensation and employer's liability insurance policy. Under such a policy, the ultimate premium is based on the Organization's loss experience. In addition, the Organization accrues estimated losses for asserted and unasserted claims in excess of the minimum premium up to any stipulated maximum per the policy. The Organization's policy contained a loss limitation provision of \$250,000 per incident. As of June 30, 2011 there is an open asserted claim outstanding. There are potential additional costs related to this claim for which management cannot estimate, thus no provision has been recorded. The maximum amount of the additional claims considering the loss limitation is \$146,000. Management is unaware of any additional unasserted claims as of June 30, 2011, thus any financial impact related to such claims cannot be determined at this time.

NOTE 15 FAIR VALUE MEASUREMENT

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

The following tables present the Organization's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2011:

	Total	Quoted Prices In Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Net Assets of Related Party Cash Equivalents	\$ 592,214	\$ 592,214	\$ -	\$ -
Total	<u>\$ 592,214</u>	<u>\$ 592,214</u>	<u>\$ -</u>	<u>\$ -</u>

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 16 ASSET TRANSFERS

On June 30, 2011, Lutheran Community Services of Massachusetts, Inc. (LCS-MA), Lutheran Community Services of New Hampshire, Inc. (LCS-NH) and Lutheran Community Services of Maine, Inc. (LCS-ME) combined their operations. The Organizations all provide community service programs to children, families, refugees, and developmentally disabled adults. The Organizations were combined to further their common mission by improving their community service programs and achieving economies of scale and other synergies through integration of services. As a result of the combination, the surviving organization is LCS-MA.

The Organization followed the guidance related to transactions between entities under common control to record the transaction as Lutheran Social Services of New England, Inc. (LSSNE) is the sole corporate member of all three of the entities. As a result of this transaction, the net assets of the transferring Organizations will be accounted for at the carrying amount as of the beginning of the reporting period in which the transfer occurs. Therefore, effective July 1, 2010 the carrying amounts of net assets of LCS-NH and LCS-ME were transferred to LCS-MA. As of July 1, 2010 the following were the respective carrying amounts of assets, liabilities and net assets transferred:

	6/30/10 Balance LCS- MA	Transfer from LCS-NH	Transfer from LCS-ME	7/1/2010 Balance
Total Assets	\$ 4,054,423	\$ 3,898,402	\$ 611,198	\$ 8,564,023
<i>Cash and Cash Equivalents</i>	70,666	325,396	22,789	418,751
Total Liabilities	2,297,757	1,908,711	659,039	4,865,507
Total Net Assets	1,756,666	1,989,691	(47,841)	3,698,516
<i>Unrestricted Net Assets</i>	1,422,009	1,761,508	(74,327)	3,109,190
<i>Temporarily Restricted Net Assets</i>	334,657	228,183	26,486	589,326

NOTE 17 LITIGATION

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

NOTE 18 SUBSEQUENT EVENTS

Effective July 1, 2011, the Organization legally changed its name to Lutheran Community Services, Inc.

On July 5, 2011, the Organization modified the Line of Credit agreement with TD Bank to reduce the limit to \$200,000. Effective, August 10, 2011 the outstanding balance was repaid and the agreement was terminated.

LUTHERAN COMMUNITY SERVICES OF MASSACHUSETTS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2011

NOTE 18 SUBSEQUENT EVENTS (CONTINUED)

On September 19, 2011, the Organization amended its 1st mortgage payable to TD Bank in the amount of \$447,750. The mortgage now bears an interest rate of 5% and is payable in monthly installments of \$3,558, with a maturity date of December 17, 2014.

Subsequent to June 30, 2011 the Organization with an affiliate entered into a Letter of Intent (LOI) with a prospective buyer exclusively, to explore the terms of a mutually beneficial arrangement to sell one of the Organization's long-lived assets with a carrying amount net of accumulated depreciation of approximately \$237,000. Under the terms of the LOI the prospective buyer would lease the property back to the Organization for a term of five years for which minimum lease payments approximate \$56,000 per year.

Subsequent to June 30, 2011, the Organization's board of directors approved the exploration of the sale of one of the Organization's long-lived assets located in New Hampshire. As of the date of the issuance of the financial statements, the long-lived asset is not being actively marketed and the Organization has not committed to or entered an agreement to sell the property. As of the date of issuance of the financial statements the program associated with this property has been suspended. The Organization's management team is currently exploring alternative uses and funding sources with respect to this program. The program had approximately \$755,000 in revenues for the year ended June 30, 2011. It is not possible to determine if management will be able to secure an alternative use or funding source for the program at this time.

Subsequent to June 30, 2011 the Organization re-organized its operating structure. The Organization's "In Home Care" service line was transferred to a new entity Lutheran Community Care, Inc. Lutheran Community Care Inc. is a subsidiary of the Organization. The "In Home Care" service line had approximately \$6,400,000 in revenues for the year ended June 30, 2011.


**Lutheran
Social Services**
BOARD OF DIRECTORS
 2011 – 2012

(#/year = term number/year of expiration)

Ex Officio, non voting

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David Forsberg 3/2013
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 (H) 508-754-8219
forsberg@worcester'bdc.com

<p>William Swanson 24 Canoe Club Lane Pembroke, MA 02359 (H) 781-826-3070 Wfswanson2000@yahoo.com</p>	<p>3/2014</p>	<p>Tom Strayer 161 High Ridge Ave. Ridgefield, CT 06877 (H) 203-438-3578 t.strayer@snet.net</p>	<p>1/2014</p>
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<p>Dr. Donald Sweet 10 Carrie Lynn Lane York, ME 03909 (H) 207-351-1782 donaldnsweet@netzero.com</p>	<p>2/2014</p>	<p>Dr. Wisam Breegl 120 Bedford Rd. Woburn, MA 01801 (H) 781 933-9328 (W) 617 426-0508 breegi@gmail.com</p>	<p>1/2014</p>
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At Large Seats

<p>Karen Gaylin 180 Mildred Circle Concord, MA 01742 Karen.gaylin@comcast.net</p>	<p>2/2014</p>	<p>Juliana Langille 7 Manchester Street Attleboro, MA 02703 (W) 508-583-5631 julianalangille@gmail.com</p>	<p>1/2014</p>
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LSS Corporate officers:

<p>President/CEO</p>	<p>Heather Feltman 781-997-0801 Hfeltman@lssne.org</p>
<p>Treasurer</p>	<p>Nick Russo 781-997-0874 nrusso@lssne.org</p>
<p>Executive VP of Operations</p>	<p>Bill Ames 781-997-0860 Bames@lssne.org</p>
<p>Executive VP/CFO</p>	<p>Angela Wallingford 781-997-0851 Awallingford@lssne.org</p>
<p>Clerk/Executive Assistant to the CEO</p>	<p>Alana Geary 781-997-0802 Ageary@lssne.org</p>

LSS Executive Staff:

<p>VP for Marketing & Communications</p>	<p>Martha Mann 781-997-0814 Mmann@lssne.org</p>
<p>Director of Public Policy and Advocacy</p>	<p>Bob Kay 603-387-6221 Bkay@lssne.org</p>
<p>VP of Human Resources</p>	<p>Bonnie Olson 781-997-0820 bolson@lssne.org</p>

Interim Administrator Lutheran Healthcare Center	Steve Scheibel 508-754-8877 sscheibel@lhcare.org
Administrator Lutheran Home of Southbury	Todd Gaertner 203-264-9135 tgaertner@lhsouthbury.org
Director of Operations Good News Garage	Michael Muzzy 802-864-3667 mmuzzy@goodnewsgarage.org
Director of Operations Children and Family Services	JC Swenson (781) 591-1110 jswenson@lssne.org
Director of Operations Disability Services	Scott Morrison 207-797-3935 smorrison@lssne.org
Director of Operations In Home Care, Services for New Americans	Ann Dancy 603-224-8111 adancy@lssne.org
Director of Operations Housing Services	Stacie LaBossiere (508) 753-7474 slabossiere@lssne.org



Lutheran Social Services of New England Mission Statement and Values

Mission Statement

In response to Christ's love, Lutheran Social Services of New England serves and cares for people in need.

Values

In response to Christ's love, Lutheran Social Services of New England invites people of good will to join in our mission.

Affirms the worth of each person

Promotes a caring and respectful workplace

Excels in service through its employees and volunteers

Practices good stewardship of its resources

Advocates for social justice

In response to Christ's love, Lutheran Social Services serves and cares for people in need.

Lutheran Community Services, Inc.
 Health Profession Opportunity Project (HPOP): Capacity Building for Healthcare Education, Employment and Workforce Development / RFP # 12-OMHRA-HPOP-Capacity-12

EXHIBIT B-1

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

Staff List Form

COMPLETE ONE STAFF LIST FORM FOR EACH BUDGET PERIOD—Project Area 3

Bidder/Program Name: Lutheran Community Services, Inc.
 Name of RFP: # 12-OMHRA-HPOP-Capacity-12
 Budget Period: May 23, 2012 to Jun 30, 2012

A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hourly Rate as of 1st Day of Budget Period	Hours per Week	Proj. Amount Funded by this contract for Budget Period	Proj. Amount from Other Sources for Budget Period	Total Salaries All Sources	Site
Youth Outreach Coordinator	To be filled	16.00	40	3,200	0	3,200	Therapeutic Family Connections
Program Manager	Mary Caldwell	25.00	3	375	0	375	Therapeutic Family Connections
Communications Manager	Hank Osborne	26.44	2.25		298	298	Communications Manager
Web Manager	Penny Phillips	28.85	4.25		613	613	Web Manager
Total Salaries by source				3,575	911	4,486	

Please note, forms downloaded from the DHHS website will NOT calculate.

*Please list which site(s) each staff member works at.

MARY CALDWELL

556 North State St • Concord, NH 03301 • 603-225-6352 • mcaldwell556@comcast.net

Human Services/Alternative Healing/Ordained Ministry

Dedicated and computer literate human services professional with over 27 years experience working with varied populations in a many different settings.

Caring and compassionate with well developed boundaries and interpersonal skills.

Able to work independently with a preference for being part of a team.

Areas of Specialty

Facilitation of large and small groups,
Sexual Abuse

Emotionally Handicapped Children
Domestic Violence
Mood Disorders

Public Speaking
Assessment
Supervision

Experience

Program Manager, Lutheran Social Services of New England, Inc. *2010 to Present*

Program Manager for Therapeutic Family Connections which provides ISO and HBT services to children and families through New Hampshire. Overseeing a staff of 6 including our Clinical Supervisor and Licensing Practitioner, Intake and Referral Specialist, Family Specialists and Administrative Staff. Performance Quality Instrument Work Team Leader for Lutheran Social Services New Hampshire and Vermont teams. The program manager oversees day to day activity of the program, provides supervision to staff and interfaces with senior managers and directors.

Administrative Case Reviewer, Easter Seals *2008 to 2010*

Reviewed approximately 400 cases each year for children who have been removed from their homes due to abuse/neglect, delinquency or CHINS for both DCYF and DJJS in the Concord and Laconia offices. Interacted with children/youth, families, foster parents, local services agencies, CASA/GAL and sending and receiving school districts. Focused on the children's level of safety, well-being and permanency. Served on the Permanency Planning Teams of both the Concord and Laconia District Offices of DCYF.

Integrated Awareness® Teacher

*2001-Present
Full Time 2005 - 2008*

Instruction of Integrated Awareness® which is a process of self-healing through self-discovery. It utilizes innate but usually inhibited human capacities in order to create a state of existence in which all aspects of the person are self-aware and in active support of each other.

Spaulding Youth Center, Family Worker/Case Manager

2001-2005

Provided family therapy and case management to boys who were placed at Spaulding Youth Center due to abuse/neglect, delinquency/CHINS, mental illness, learning disabilities, developmental delays, emotional disturbance among other issues. Wrote all necessary progress and/or court reports. Appeared frequently in court to represent Spaulding Youth Center and to advocate as needed.

Riverbend Community Mental Health, Inc., Emergency Services Clinician

1998-2001

Responded with emergency assessment services to the public in the emergency rooms of Concord Hospital, Franklin Regional Hospital and New London Hospital. Provided emergency crisis intervention and counseling, assessed for suicidal and homicidal lethality and ideation, major depression and/or mood disorder, substance abuse, personality disorders and self-injurious behaviors; provided dispositional services for psychiatric hospitalizations as well as making referrals as needed for other human services agencies in New Hampshire and bordering states. Frequent appearances in the district court.

Riverbend Community Mental Health, Inc., Crisis Case Manager *1997-1999*

Miller House was a 9 bed Acute Psychiatric Treatment Center for chronic mental health consumers. In addition to creating and implementing treatment care plans, provided crisis and supportive counseling, facilitated therapeutic groups for consumers within a structured milieu, created discharge plans and interfaced with a large variety of service providers.

1996-1997

Riverbend Community Mental Health, Inc., Intensive Case Manager

Provided daily support to chronic mental health consumers in addition to crisis intervention, supportive counseling, family intervention and mental status assessment. Created treatment plans with consumers, monitored implementation and maintained benefits and services.

New Hampshire Hospital, Mental Health Worker, D Unit *1995-1996*

Maintained individual and group safety, was exposed to Dialectical Behavior Therapy, provided supportive counseling to patients and under the direction of the nursing staff took vital records and assisted residents with their activities of daily living.

Lutheran Social Services, Antrim Girl's Shelter, Third Shift Supervisor *1993-1995*

Supervised staff of 4 working third Shift providing crisis intervention, counseling and residential services for girls who were in residence due to abuse and/or neglect, CHINS/delinquency for up to 60 days.

Pastor, First Congregational Church of Webster, NH *1988-1993*

Worked to create a 300% increase in church attendance in 5 years, visited the sick, provided pastoral counseling, created a support group for women with a local therapist focused on family systems work, made referrals as needed to service agencies and professionals, baptized babies, buried the dead and married about 50 couples. Preached an average of 48 Sunday's a year. Served as chaplain both to the fire and police departments. Debriefed crisis calls as needed. Initiated the development of a food pantry. Supervised the work of 16 committees.

Administrative Director, Carroll County Against Domestic Violence and Rape, Conway, NH *1987-1988*

An interim position, I qualified the organization for grants and other income streams, initiated a faith based drive for both in-kind and cash donations, clarified the organization's mission and worked with the board of directors in finding a successor to the my position.

Public Guardian, Office of Public Guardian, Concord, NH *1985-1987*

Provided informed consent for Office of Public Guardian wards over their person or estates or both. Worked most often with mental health or developmentally delayed adults and learned to liquidate estates to generate income for incapacitated elderly.

Pastor, Deerfield Community Church, Deerfield, NH *1983-1985*

Preached an average of 48 Sunday's a year. Provided pastoral counseling as well as crisis intervention and referral. Supervised the work of the several committees including the Sunday school, Board of Trustees, the Diaconate, Youth Groups, the Community Center and the Ladies Aid Circle.

Education

Master's of Divinity, Andover Newton Theological School, Newton Centre, MA	1983
Bachelor of Arts in Philosophy, University of New Hampshire, Durham, NH	1980
Associate in Applied Science in Horticulture and Agronomy, University of New Hampshire, Durham, NH	1978

Of Note

Justice of the Peace, State of New Hampshire

References available by request.

Continuing Education Information available by request.

Penny Phillips

Website Manager at Lutheran Social Services

pPhillips@lssne.org

Experience

Web Manager, Marketing and Communications at Lutheran Social Services

February 2009 - Present (3 years 4 months)

Supported the development and launch of new corporate brand for 135 year old nonprofit faith-based adoption agency serving families nationwide with domestic and international programs - finding homes for children.

Launched new internet marketing plan, increasing qualified target inquiries by 185%.

Currently manage 2 intranets, 7 websites, 14 URLs:

<http://www.lssne.org>

lhsouthbury.org

adoptlss.org

emanuelvillage.org

emmanuelhs.org

fostercarelss.org

goodnewsgarage.org

lhcare.org

lssfostercare.org

lssinhomecare.org

lssnefoundation.org

lutheranhomew.org

smart-care.org

thelanguagebank.org

Marketing Manager, Community Services at Lutheran Social Services of New England

February 2005 - February 2009 (4 years 1 month)

Responsibilities expanded from marketing of Adoption Services to include Foster Care Services, Disabilities Services, Disaster Relief, In-Home Care programs throughout New England.

Founding Executive Director at Connecticut Guitar Society

September 1995 - September 1999 (4 years 1 month)

Co-founded, managed organization. Largest nonprofit of its kind supported by membership, sponsors, advertisers, state and national funders, annual contributions from private funders, corporations and individuals. Public performances, educational services, outreach to children, seniors, under-served populations. Supporting local musicians, amateurs and professionals. Presenting internationally renowned

musicians in over 100 programs annually on concert stages across Connecticut.

Marketing Specialist, European Office at IHRDC/Europe

June 1991 - December 1993 (2 years 7 months)

Developed, marketed and managed IHRDC training courses throughout Europe for Petroleum Engineers, Geologist and Geophysicists employed by major European petroleum companies. Provided IT support for regional marketing office based in Amsterdam NL

Skills & Expertise

Organizational Leadership

Non-profit Development

Online Marketing

Education

University of Hartford

BM, Performance, 1978 - 1984

Activities and Societies: Graduated Hartt School, Univeristy of Hartford, summa cum laude.

Hartt School of Music

BM, Performance, Classical Guitar, 1978 - 1983

Interests

music, marketing, web 2.0 marketing, being with family and friends, nature, walking, ocean coastline, living life!

Penny Phillips

Website Manager at Lutheran Social Services

pPhillips@lssne.org



Contact Penny on LinkedIn

HENRY T. OSBORNE

9 Sundance Road • Concord, New Hampshire 03301 • (603) 491-0583
E-mail: Hank@finesituation.com

MARKETING COMMUNICATIONS / PUBLIC RELATIONS PROFESSIONAL

Summary of Experience

Strategic marketing and public relations for profit and nonprofit corporations, including goal setting, plan creation, collaboration, team building, tactical management and all aspects of production.

Adept in: project management • print, broadcast and online materials design, creation and production • social media marketing/measurement • staff and volunteer supervision • vendor selection & negotiations • corporate training • issue control and crisis communication.

EXPERIENCE

Lutheran Social Services of New England
Communications Manager

Worcester, Massachusetts
2009 to present

Supported marketing efforts for \$65 million dollar, six-state social service organization. Drafted corporate social media policy; grew and measured social media presence. Created print, electronic and video marketing materials.

University of New Hampshire
Adjunct Professor

Manchester, New Hampshire
2011 to present

Introduction to Public Speaking (CA 450)

Bi-State Primary Care Association
Director, Development & Marketing

Concord, New Hampshire
2007-2009

Redesigned print and online marketing materials to accord with branding, content and readability standards. Initiated development program to create new revenue streams to bring in unrestricted funds to support mission. Results include:

- Upgraded organization's annual report for use as marketing / fund development.
- Managed two-day Primary Care Conference; surpassed net surplus goal (after direct expenses) by 110 percent with attendee overall satisfaction at 94 percent.
- Brought in over \$50,000 in grant and event sponsorship funds in 2008.

United Way of North Central Florida
Vice President, Marketing & Communications

Gainesville, Florida
2004-2006

Provided strategic and operational leadership for all United Way of North Central Florida marketing & communications programs during the organization's strategic rebranding, refocusing and renaming initiative. Established media goals, messaging, objectives and strategies; managed media and public relations. Managed marketing staff, interns and vendors. Results include:

- Built messaging strategies to achieve public understanding of the value of investing in the community through United Way; resulted in campaign increase of 25 percent over two years.
- Brought broadcast, print and cable media together to collectively brainstorm on how to better communicate United Way messages; resulted in improved quality PSAs and increased insertion.

OTHER RELEVANT EXPERIENCE

Sabine, Inc. <i>Communications Director</i>	Alachua, Florida 1998-2004
Sanyo Electric Company, Ltd. <i>Corporate Training Designer / Instructor</i>	Kobe, Japan 1990-1995

EDUCATION

Master of Arts in Mass Communication with Distinction University of Florida	Gainesville, Florida
Bachelor of Arts in English Literature Colby College	Waterville, Maine

COMMUNITY LEADERSHIP

United Way of Merrimac County Website design	Concord, New Hampshire
Boy Scouts of America Cub Master Pack 71	Gainesville, Florida
Alachua Habitat for Humanity Public Relations Co-chair	Gainesville, Florida
Junior Achievement Volunteer Teacher	Gainesville, Florida

PROFESSIONAL AFFILIATIONS

Public Relations Society of America, Yankee Chapter

TECHNICAL SKILLS

Use Adobe CS4 Suite programs (InDesign, Illustrator, Dreamweaver, Premiere), Pagemaker, Front Page, MS Office products, Corel Draw, Quark and others for word processing, graphs, spreadsheets, graphics, presentations, banners, logos and web sites. Quick learning curve for new software/content management applications.



**Contract/Agreement/Lease Approval Summary Form **
Program**

General Information
<ul style="list-style-type: none">• Amy Marchildon• Document title: HPOP Capacity Building Contract Agreement• Due date: ASAP
Document Description
Please describe the purpose of the contract/agreement. We have received additional funding from the Office of Minority Health, DHHS for expanding our HPOP work in the business sector. What due diligence was completed? Ann Emery and Amy Marchildon researched the implications of expanding our work.
Authorization
Program Manager/Director: (please sign)  Comments:
Authorization
Director of Risk Management: (please sign) <i>do you have any subcontractor / assignees?</i> Comments: <i>If yes, do you have certificate of insurance from them? See page 3 of General provisions Exhibit C & D 10. Need an exemption to this requirement. PM 4/25/2014</i>
Final Authorization
VP of Operations: (please sign)  Comments:

**** If the document to be approved is a grant please provide a copy to the Director of Development for review and approval in addition to staff listed above.**

Memorandum of Understanding

This Memorandum of Understanding (“Agreement”) is made as of March 22, 2012 by and between Lutheran Community Services, Inc. (LCS) having a principal place of business at the following address: 261 Sheep Davis Road, Concord, NH 03301 and Coastal Enterprises, Inc. (CEI) having a primary place of business at the following address: 36 Water Street, Wiscasset, Maine 04578

LCS and CEI hereby agree as follows:

1. Services:

CEI agrees to implement the related services and activities of the Health Promotion Opportunity Project—Capacity Building with all noted deliverables resulting, as set forth in the Scope of Work (“Item 14”), hereafter referred to as “Activities,” and LCS agrees to pay for said Activities.

CEI agrees to provide services pursuant to this Agreement in a professional manner and consistent with LCS’s mission and purposes and in compliance with all certificates and assurances required for federal Health and Human Services grants and State of New Hampshire Department of Health and Human Services grants. All Activities are to be performed to the reasonable satisfaction of LCS.

2. Sub-Contractor Relationship

CEI will perform the agreed-upon Activities under LCS’s general direction, but CEI will determine the exact method by which those Activities are to be accomplished. In performing Activities, CEI will at all times comply with applicable law. CEI and LCS agree that CEI is acting as a sub-contractor, and not as an agent, employee or joint venture of LCS. CEI, and its employees, will not be entitled to any of the benefits, paid vacation, holidays or sick leave unless specifically set forth in the Subcontract. CEI and LCS agree that CEI has no authority whatsoever to bind LCS by contract or otherwise. CEI shall be solely responsible for securing any business of similar licenses required by any federal, state or local authority. CEI shall be responsible for providing for CEI and CEI employees (if any), at CEI’s expense and in CEI’s own business name, any disability, liability, worker’s compensation and other business insurance as is necessary, appropriate and/or required by law.

3. Term: The Agreement shall take effect on May 23, 2012 or the date of Governor and Council approval, whichever is later and will continue until September 29, 2012, or the date on which it is terminated by the terms of the State of New Hampshire. Either CEI or LCS may terminate this agreement on 30 days advance written notice to the other party. Upon termination of this Agreement, CEI will be paid for services rendered by CEI through the date of termination.

4. Release of Funds:

CEI will receive \$8,512 for the project period May 23, 2012 – June 30, 2012 and \$22,131 for the project period July 1, 2012 – September 29, 2012.

Any additional duties or changes in funding will be addressed each year at the signing of the Subcontract. The outcomes of the grant will be adjusted proportionally to the level of funding.

CEI will also complete and submit a written report of the contacts made on behalf of this grant every quarter. Report due dates to LCS are the 10th of the month following the quarter closing. Upon receipt of this report a check will be issued quarterly to CEI. Payment will be dependent on evidence (as set forth in the Scope of Work) of progress towards successful completion of the activities and deliverables set forth in the Scope of Work.

Quarters are defined as follows:

May 23, 2012 through June 30, 2012

July 1, 2012 through September 29, 2012

5. Withholdings:

No part of CEI compensation under this Agreement will be subject to withholding for any federal, state, social security, workers' compensation or other required taxes or payments. CEI agrees that CEI will be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local taxing authority in connection with CEI's performance. CEI is responsible for and will maintain any necessary or required records relating to CEI's business. CEI acknowledges and agrees that CEI's sole compensation for CEI's services shall be the payments described in paragraph 4, and that LCS's and CEI's employees (if any) shall not be entitled to any other compensation for such services, including, but not limited to, any salary, wages, bonuses, benefits or expense or other reimbursements.

6. Expenses:

CEI shall provide CEI's own place of business and tools (if any) required to perform the services under this Agreement, and CEI shall bear the entire cost of these items without reimbursement from LCS, unless outlined in the Scope of Work.

7. Scheduling:

CEI and LCS will work together to arrange a mutually agreeable schedule for the provision of CEI's services.

8. No Conflict of Interest:

During the term of the Agreement, CEI agrees not to accept work, enter into a contract, or accept an obligation inconsistent or incompatible with CEI's obligations under this Agreement. By signing this Agreement, CEI warrants that, to the best of CEI's knowledge, there is no other contract or obligation on the part of CEI that conflicts with or is inconsistent with this Agreement. This paragraph does not prevent CEI from performing services for clients other than LCS so long as CEI's performance of such services does not conflict directly or indirectly with CEI's obligations under this agreement

9. Confidentiality:

During and after engagement with LCS, unless otherwise specifically approved by LCS, CEI will not:

- a) Unless required for performance of services for client, copy or reproduce anything which contains confidential information; or
- b) Disclose confidential information to anyone, especially identifying client information; or
- c) Use confidential information for the benefit of anyone other than LCS.

10. Mediation:

In the event of any dispute or claim between CEI and LCS, including disputes relating to the parties' contractual relationship, the termination of that relationship, or this Agreement, CEI and LCS agree that all such disputes will be resolved by binding mediation conducted by a single neutral mediator in the State of New Hampshire. CEI and LCS hereby waive their respective rights to have such disputes tried by a judge or jury. The mediator shall have the power to enter any award that could be entered by a judge of the trial court of the State of New Hampshire and only such power, and shall follow the law. In the event the mediator does not follow the law, the mediator will have exceeded the scope of his or her authority, and the parties may, at their option, file a motion to vacate the award in court. The prevailing party in any mediation or litigation between the parties will be entitled to recover from the losing party its reasonable costs and attorneys' fees. This mediation provision will not apply to any claim for injunctive relief by CEI or LCS.

11. Notices:

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy or facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on page one or to such address as CEI or LCS may specify in writing.

12. Governing Law:

This agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New Hampshire.

13. Complete Understanding and Modification:

This Agreement constitutes the complete understanding between the parties regarding their contractee / contractor relationship, and it supersedes all prior understandings and agreements between the parties, whether written or oral on this subject. Any modification or amendment of this Agreement shall be effective only if it is in writing and signed by the CEI Representative and LCS Representative, indicated below.

14. Scope of Work

CEI agrees to perform all activities assigned related to the HPOP Capacity Building grant. This will be completed by:

Memorandum of Understanding

CEI

Lutheran Community Services, Inc.

<ul style="list-style-type: none"> ▪ Recruiting persons in key leadership positions in Manchester and Nashua to work together to establish a Business Advisory Council (BAC) 	<ul style="list-style-type: none"> • Establish BAC with up to 15 business leaders including 2 top healthcare employers for each Manchester and Nashua. At least 1 meeting held in each area.
<ul style="list-style-type: none"> • Increase membership of BAC's in Concord and Seacoast areas 	<ul style="list-style-type: none"> • BAC membership increased so that at least 2 top healthcare employers are represented on each BAC
<ul style="list-style-type: none"> • Identify, track, promote use of diversity assessment tools, track perspectives of value gained, track staffing needs and growth occupations 	<ul style="list-style-type: none"> • 20 employers targeted (5 from each region)
<ul style="list-style-type: none"> • Educate healthcare employers about Apprenticeship program 	<ul style="list-style-type: none"> • 20 employers targeted (5 from each region)
<ul style="list-style-type: none"> • Assist LSS to conduct feasibility study on healthcare self-employment and provide TA re: Chambers of Commerce 	<ul style="list-style-type: none"> • Feasibility study conducted on at least 1 healthcare occupation • TA on effective use of Chambers of Commerce provided to LSS HPOP team
<ul style="list-style-type: none"> • Attend all employment team and regional advisory board meetings 	<ul style="list-style-type: none"> • As scheduled

Furthermore, CEI is required to participate fully in a Federal evaluation, and to follow all evaluation protocols established by ACF or its designee contractor. Fully participating in a Federal evaluation may include supporting and complying with special data collection requirements, providing additional administrative data on program participation or service receipt, facilitating on-site meetings and observations, including interviews with program and partner managers and staff, among other activities. In addition, a Federal evaluation may include a rigorous evaluation design using random assignment of individuals, groups or organizations to new demonstration services or existing services.

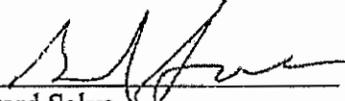
The HPOP management team will provide all marketing materials. All publications and brochures must be reviewed and approved by the Administration for Children and Families before distribution. All publications should contain the following statement and disclaimer: "This document was supported by Grant # 90FX0003 from the Administration for Children and Families, U.S. Department of Health and Human Services (HHS). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HHS.

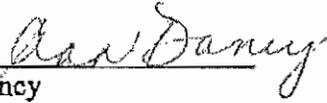
This Memorandum of Agreement is subject to review and approval by the Administration for Children and Families.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

Coastal Enterprises, Inc.

Lutheran Community Services, Inc.

Signature: 
Name: Gerard Salvo
Title: Director of Workforce Solutions

Signature: 
Name: Ann Dancy
Title: Vice President of NH Operations

Date 3/23/2012

Date 3-23-12



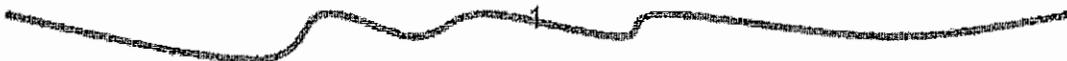
Lutheran Social Services -HPOP Proposal for communications and public relations support

SCOPE OF WORK

This proposal is designed to outline our plan to assist Lutheran Social Services to raise its profile in the communities it serves with key gatekeepers to place graduates of the New Hampshire Health Profession Opportunity Project (**HPOP**)

WHAT WE'LL DO

- Research and analyze perceptions of the New Hampshire Health Profession Opportunity Project's (**HPOP**) current image and awareness level among members of its key audiences in the communities it provides employees to.
- Based on this research, develop and test key messages that clearly define and describe the value and impact the **HPOP** has in the healthcare community.
- Craft a plan to raise **HPOP**'s profile in the communities it serves.



Research Objective

- To better understand attitudes toward HPOP held by target markets.

Methodology

We propose to start with a clustered sample, a type of probability sample that involves:

- 1- Breaking the healthcare management population that does and does not use the HPOP grads into heterogeneous clusters;
- 2- Selecting the 8 potential samples at random from the individual clusters, and;
- 3- Conducting a cross-sectional "snapshot" survey based on observations at a single point in time. The research is qualitative in nature, as it focuses on questioning.

BUDGET

Estimated cost of services for the period May 23-September 29, 2012: \$6,500.

This can be billed monthly at our hourly non-profit organization rate of \$95 per hour for actual work performed.

Louis Karno & Company LLC
31 Warren Street
Concord, NH 03301

603-224-5566
www.lkarno.com

Submitted 3/23/12



AGENCY BACKGROUND

Louis Karno & Company is a communication firm specializing in public relations and strategic communication management. Our unique combination of skills, experience and media contacts allows us to confidently tackle projects that range from common to complicated.

For more than ten years, New Hampshire's most successful organizations have chosen us as their communications partner because we have earned a reputation for solid, ethical work and because we adopt our client's goals as our own.

Our staff is experienced, talented, flexible and committed. Our clients tell us they value our creativity, enthusiasm, good humor, hard work and patience.

We offer all the responsiveness, and attention you expect from an individual, with the broad experience and depth of knowledge and contacts you get in a seasoned firm.

We have a history of successfully working with a wide range of clients and constituents from state agencies to corporations and nonprofit organizations. Tourism promotion is one of our agency's core competencies.

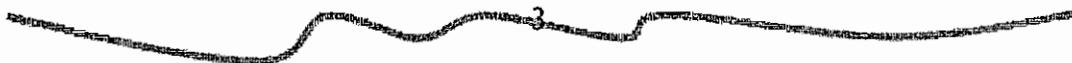
PRINCIPALS

Jayme H. Simões, president, manages all aspects of accounts, including directing the strategy and marketing efforts. He was recently honored with the Advertising and Public Relations Award from the New Hampshire Travel Council for his work to promote the Franklin Pierce Bicentennial.

Jayme is a past president of the Public Relations Society of America's Yankee Chapter, and is a 2003 recipient of the Union Leader's "40 Under 40 Award," which honors New Hampshire's outstanding young professionals. He founded the agency in 1999, using capital from a 90-year-old, family-run business.

Brett St. Clair, APR, partner, is an accredited public relations practitioner with more than 20 years of experience in the field. His areas of expertise include relationship management, strategic planning, issues management, crisis communication, employee communication, board development, media relations, marketing and brand development.

Prior to joining Louis Karno & Company Communications he served for 10 years as the Business & Industry Association of New Hampshire's vice president of marketing and communication.



STAFF

Lauren Politz, Associate Account Executive, manages media relations, special events and new media strategies for local, state, national, and international clients. A graduate of the University of New Hampshire, Lauren holds a B.A. in Philosophy, with a focus on research and writing. During her senior year she worked as field hockey coach and mentor to girls at Goffstown High School, completing her minor in Women's Studies. As a Goffstown native, Lauren is familiar with New Hampshire.

Christine Halvorson is a writer, communications specialist and consultant with 25 years experience. In 2004, she pioneered the use of blogs (web logs) in a corporate setting at Stonyfield Farm. Her writing has appeared in regional and national magazines, on the website of The Old Farmer's Almanac and in several non-fiction books. She has been an editor and newspaper reporter.

Ken Sheldon is a freelance writer and editor with 20 years of writing experience. His work has appeared in regional and national magazines, and he has authored several non-fiction books published by Time-Life, Yankee Books, Rodale Press, and Publications International. He served as West Coast bureau chief for Byte magazine. He is also a singer/songwriter whose educational songs for young children have been produced by Scholastic, Inc. since 1997.

Rose Lowry is a graphic designer and illustrator with more than 20 years experience in the field. Her design work for clients includes web, advertising, books, brochures, catalogues, direct mail, identity, media kits, newsletters and packaging.

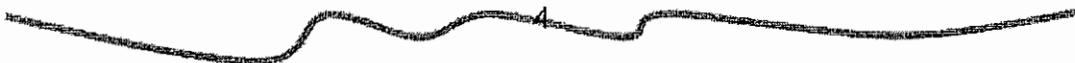


EXHIBIT B-2: Budget Form and Justification-Project Area 2 NOTE: This is a legal size document. You may print on letter size paper once completed.

HPOP BUDGET FORM

Budget for State Fiscal Period 5/23/12 - 6/30/12				Budget for State Fiscal Period 7/1/12 - 9/29/12				Budget for Federal Project Period (5/23/12 - 9/29/12)			
Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total
A. Personnel	\$ 3,246	\$ -	\$ 3,246	A. Personnel	\$ 8,440	\$ -	\$ 8,440	A. Personnel	\$ 11,686	\$ -	\$ 11,686
B. Fringe Benefits	\$ 747.00	\$ -	\$ 747	B. Fringe Benefits	\$ 1,941.00	\$ -	\$ 1,941	B. Fringe Benefits	\$ 2,688	\$ -	\$ 2,688
C. Travel	\$ -	\$ -	\$ -	C. Travel	\$ -	\$ -	\$ -	C. Travel	\$ -	\$ -	\$ -
D. Equipment	\$ -	\$ -	\$ -	D. Equipment	\$ -	\$ -	\$ -	D. Equipment	\$ -	\$ -	\$ -
E. Supplies	\$ -	\$ -	\$ -	E. Supplies	\$ -	\$ -	\$ -	E. Supplies	\$ -	\$ -	\$ -
F. Contractual	\$ 13,206	\$ -	\$ 13,206	F. Contractual	\$ 23,937	\$ -	\$ 23,937	F. Contractual	\$ 37,143	\$ -	\$ 37,143
G. Construction	\$ -	\$ -	\$ -	G. Construction	\$ -	\$ -	\$ -	G. Construction	\$ -	\$ -	\$ -
H. Other - list items	\$ -	\$ -	\$ -	H. Other - list items	\$ -	\$ -	\$ -	H. Other - list items	\$ -	\$ -	\$ -
				Training for BAC's	\$ 5,000	\$ -	\$ 5,000	Training for BAC's	\$ 5,000	\$ -	\$ 5,000
I. Total Direct Charges	\$ 17,199	\$ -	\$ 17,199	I. Total Direct Charges	\$ 39,318	\$ -	\$ 39,318	I. Total Direct Charges	\$ 56,517	\$ -	\$ 56,517
J. Indirect Charges (not to exceed 10%)	\$ 1,720	\$ -	\$ 1,720	J. Indirect Charges (not to exceed 10%)	\$ 3,932	\$ -	\$ 3,932	J. Indirect Charges (not to exceed 10%)	\$ 5,652	\$ -	\$ 5,652
TOTAL	\$ 18,919	\$ -	\$ 18,919	TOTAL	\$ 43,250	\$ -	\$ 43,250	TOTAL	\$ 62,169	\$ -	\$ 62,169

HPOP Budget Justification—Project Area 2
5/23/12 to 6/30/12

	In-Kind Amount	Amount	Explanation
A. Personnel		3,246	Please see the Staff List for a full accounting of personnel costs.
B. Employee Benefits		747	Fringe calculated at 23%
C. Travel			
D. Equipment			
E. Supplies.			
F. Contractual		4,694	Louis Karno & Company Communications – for research, analysis, message development and testing regarding NH's largest healthcare employers
		8,512	Coastal Enterprises, Incorporated – for subcontracted enhanced workforce development and employment services
		13,206	TOTAL
G. Construction—N/A			
H. Other			
I. Total Direct Charges		17,199	
J. Indirect Costs		1,720	Indirect is calculated at 10%. LSS indirect costs not covered by grant.

HPOP Budget Justification—Project Area 2
7/1/12 to 9/29/12

	In-Kind Amount	Amount	Explanation
A. Personnel		8,440	Please see the Staff List for a full accounting of personnel costs.
B. Employee Benefits		1,941	Fringe calculated at 23%
C. Travel			
D. Equipment			
E. Supplies.			
F. Contractual		1,806	Louis Karno & Company Communications – for research, analysis, message development and testing regarding NH’s largest healthcare employers
		22,131	Coastal Enterprises, Incorporated – for subcontracted enhanced workforce development and employment services
		23,937	TOTAL
G. Construction—N/A			
H. Other		5,000	Training costs for BAC’s in 4 geographic sites
I. Total Direct Charges		39,318	
J. Indirect Costs		3,932	Indirect is calculated at 10%. LSS indirect costs not covered by grant.

EXHIBIT B-2: Budget Form and Justification-Project Area 3 NOTE: This is a legal size document. You may print on letter size paper once completed.

HPOP BUDGET FORM

Budget for State Fiscal Period 5/23/12 - 6/30/12				Budget for State Fiscal Period 7/1/12 - 9/29/12				Budget for Federal Project Period (5/23/12 - 9/29/12)			
Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total
A. Personnel	\$ 3,575	\$ 701	\$ 4,276	A. Personnel	\$ 9,295	\$ 2,094	\$ 11,389	A. Personnel	\$ 12,870	\$ 2,795	\$ 15,665
B. Fringe Benefits	\$ 822	\$ 210	\$ 1,032	B. Fringe Benefits	\$ 2,138	\$ 625	\$ 2,763	B. Fringe Benefits	\$ 2,950	\$ 835	\$ 3,795
C. Travel	\$ 525		\$ 525	C. Travel	\$ 1,365		\$ 1,365	C. Travel	\$ 1,890		\$ 1,890
D. Equipment	\$ 1,250		\$ 1,250	D. Equipment	\$ -	\$ -	\$ -	D. Equipment	\$ 1,250		\$ 1,250
E. Supplies			\$ -	E. Supplies			\$ -	E. Supplies			\$ -
F. Contractual			\$ -	F. Contractual			\$ -	F. Contractual			\$ -
G. Construction			\$ -	G. Construction			\$ -	G. Construction			\$ -
H. Other - list items			\$ -	H. Other - list items			\$ -	H. Other - list items			\$ -
I. Total Direct Charges	\$ 6,172	\$ 911	\$ 7,083	I. Total Direct Charges	\$ 12,798	\$ 2,719	\$ 15,517	I. Total Direct Charges	\$ 18,970	\$ 3,630	\$ 22,600
J. Indirect Charges (net to exceed 10%)	\$ 617	\$ 91	\$ 708	J. Indirect Charges (net to exceed 10%)	\$ 1,280	\$ 272	\$ 1,552	J. Indirect Charges (net to exceed 10%)	\$ 1,897	\$ 363	\$ 2,260
TOTAL	\$ 6,789	\$ 1,002	\$ 7,791	TOTAL	\$ 14,078	\$ 2,991	\$ 17,069	TOTAL	\$ 20,867	\$ 3,993	\$ 24,860

HPOP Budget Justification—Project Area 3
5/23/12 to 6/30/12

	In-Kind Amount	Amount	Explanation
A. Personnel	701	3,575	Please see the Staff List for a full accounting of personnel costs.
B. Employee Benefits	210	822	All benefits are calculated at 23%
C. Travel		525	Travel is calculated based at .42/mile for 250 miles per week x 5 weeks.
D. Equipment		1,250	TFC will need to purchase one laptop computer at \$1,000 and provide a Blackberry for Youth Outreach Coordinator at \$250. TOTAL: \$1250.00
E. Supplies.			
F. Contractual			
G. Construction—N/A			
H. Other			
I. Total Direct Charges	911	8,672	
J. Indirect Costs	91	867	Indirect is calculated at 10%. LSS indirect costs not covered by grant.

HPOP Budget Justification—Project Area 3
7/1/12 to 9/29/12

		Amount	Explanation
A. Personnel	2,094	9,295	Please See the Staff List Form for a full accounting of personnel costs.
B. Employee Benefits	625	2,138	All benefits are calculated at 23%
C. Travel		1,365	Travel is calculated based on .42/mile for 250 miles per week x 13 weeks
D. Equipment			
E. Supplies.			
F. Contractual			
G. Construction—<i>N/A</i>			
H. Other			
I. Total Direct Charges	2,719	12,798	
J. Indirect Costs	272	1,280	Indirect is calculated at 10%. LSS indirect costs not covered by grant.

EXHIBIT B-2: Budget Form and Justification-Combined Total NOTE: This is a legal size document. You may print on letter size paper once completed.

HPOP BUDGET FORM

Budget for State Fiscal Period 5/23/12 - 6/30/12				Budget for State Fiscal Period 7/1/12 - 9/29/12				Budget for Federal Project Period (5/23/12 - 9/29/12)			
Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total	Line Item	HPOP Funds Requested	Contractor In-Kind Funds	Total
A. Personnel	\$ 6,821	\$ 701	\$ 7,522	A. Personnel	\$ 17,735	\$ 2,094	\$ 19,829	A. Personnel	\$ 24,536	\$ 2,795	\$ 27,331
B. Fringe Benefits	\$ 1,569	\$ 210	\$ 1,779	B. Fringe Benefits	\$ 4,079	\$ 625	\$ 4,704	B. Fringe Benefits	\$ 5,648	\$ 835	\$ 6,483
C. Travel	\$ 525		\$ 525	C. Travel	\$ 1,365		\$ 1,365	C. Travel	\$ 1,890		\$ 1,890
D. Equipment	\$ 1,250		\$ 1,250	D. Equipment	\$ -	\$ -	\$ -	D. Equipment	\$ 1,250		\$ 1,250
E. Supplies			\$ -	E. Supplies		\$ -	\$ -	E. Supplies		\$ -	\$ -
F. Contractual	\$ 13,206		\$ 13,206	F. Contractual	\$ 23,937		\$ 23,937	F. Contractual	\$ 37,143		\$ 37,143
G. Construction			\$ -	G. Construction		\$ -	\$ -	G. Construction		\$ -	\$ -
H. Other - list items			\$ -	H. Other - list items		\$ -	\$ -	H. Other - list items		\$ -	\$ -
				I. Training for BAC's	\$ 5,000		\$ 5,000				\$ 5,000
I. Total Direct Charges	\$ 23,371	\$ 911	\$ 24,282	I. Total Direct Charges	\$ 52,116	\$ 2,719	\$ 54,835	I. Total Direct Charges	\$ 75,487	\$ 3,630	\$ 79,117
J. Indirect Charges (not to exceed 10%)	\$ 2,337	\$ 91	\$ 2,428	J. Indirect Charges (not to exceed 10%)	\$ 5,212	\$ 272	\$ 5,484	J. Indirect Charges (not to exceed 10%)	\$ 7,549	\$ 363	\$ 7,912
TOTAL	\$ 25,708	\$ 1,002	\$ 26,710	TOTAL	\$ 57,328	\$ 2,991	\$ 60,319	TOTAL	\$ 83,036	\$ 3,993	\$ 87,029

HPOP Budget Justification—Combined Total
5/23/12 to 6/30/12

	In-Kind Amount	Amount	Explanation
A. Personnel	701	6,821	Please see the Staff List for a full accounting of personnel costs.
B. Employee Benefits	210	1,569	All benefits are calculated at 23%
C. Travel		525	Travel is calculated based at .42/mile for 250 miles per week x 5 weeks.
D. Equipment		1,250	TFC will need to purchase one laptop computer at \$1,000 and provide a Blackberry for Youth Outreach Coordinator at \$250.
E. Supplies			
F. Contractual		4,694	Louis Karno & Company Communications – for research, analysis, message development and testing regarding NH's largest healthcare employers
		8,512	Coastal Enterprises, Incorporated – for subcontracted enhanced workforce development and employment services
G. Construction—N/A			
H. Other			
I. Total Direct Charges	911	23,371	
J. Indirect Costs	91	2,337	Indirect is calculated at 10%. LSS indirect costs not covered by grant.

HPOP Budget Justification—Combined Total
7/1/12 to 9/29/12

		Amount	Explanation
A. Personnel	2,094	17,735	Please See the Staff List Form for a full accounting of personnel costs.
B. Employee Benefits	625	4,079	All benefits are calculated at 23%
C. Travel		1,365	Travel is calculated based on .42/mile for 250 miles per week x 13 weeks
D. Equipment			
E. Supplies.			
F. Contractual		1,806	Louis Karno & Company Communications – for research, analysis, message development and testing regarding NH's largest healthcare employers
		22,131	Coastal Enterprises, Incorporated – for subcontracted enhanced workforce development and employment services
G. Construction—N/A			
H. Other		5,000	Training for BAC's
I. Total Direct Charges	2,719	52,116	
J. Indirect Costs	272	5,212	Indirect is calculated at 10%. LSS indirect costs not covered by grant.