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Lori A. Shiblette
Commissioner

Lori A. Weaver
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
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November 23, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into **Retroactive** contracts with the vendors listed below in an amount not to exceed \$390,000 to provide refugee social services that focus on refugees who are recent arrivals and who have been in the country for five (5) years or less, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc. Worcester, MA	222201-B001	Concord Area	\$260,000
Building Community in New Hampshire	228820-B001	Concord, Manchester, and Nashua Areas	\$130,000
		Total:	\$390,000

Funds are available in the following account for State Fiscal Years 2021 and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-42200010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102 - 500731	Contracts for Prog Svc	42200013	\$146,250
2022	102 - 500731	Contracts for Prog Svc	42200013	\$195,000
2023	102 - 500731	Contracts for Prog Svc	42200013	\$48,750
			Total	\$390,000

EXPLANATION

This request is **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the vendors accepting the terms of the agreement.

The purpose of this request is to provide social services that lead to self-sufficiency for refugees who are newly arriving in the country and for refugees who have lived in the United States for less than five (5) years.

Approximately 300-400 individuals will be served annually.

The contractors will provide employment services that remove barriers and promote self-sufficiency and well-being for refugees. Case management services that assist refugees in their efforts to thrive in the mainstream culture will be provided to ensure and support individual and family success. English for Speakers of Other Languages (ESOL) classes services that rapidly prepare refugees for entry into the job market and facilitate their integration to American culture will also be made available through contracted services. Additionally, the contractors will conduct American workplace orientations for participating refugees, which include conducting employment assessments for each employable member of refugee households through vendor-developed assessment tools. The contractors will develop employability plans based on assessment results. Additionally, the Contractor will assist refugees with accessing mainstream services such as WIC, Fuel Assistance and Head Start to facilitate family success and self-sufficiency.

The Department will monitor contracted services through the following performance measures, tools, and deliverables:

- Ensuring all employers seeking best practices related to working with refugees receive necessary resources.
- All participating adults receive an estimated thirty (30) hours cultural orientation.
- Ensuring 90% client served annually, will have a decrease in employment barriers
- Ensuring a minimum of 85% of clients are placed in jobs annually.
- Ensuring all clients receiving employment support services receive follow-up services regardless of employment status.

The Department selected the contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 6/9/2020 through 8/6/2020. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2, of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, newly arrived refugees may not receive the employment and case management services necessary to assist them in achieving financial self-sufficiency. Additionally, refugees may not have access to the culturally and linguistically appropriate intensive services that give them a good start in the United States.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Areas served: Concord, Manchester and Nashua areas

Source of Funds: CFDA #93.566, FAIN #2001NHRSOC

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette", written in a cursive style.

Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Scoring Sheet

Refugee Social Services

RFP-2021-OHE-01-REFUG

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Ascentria Community Services Inc.
2. Building Community in New Hampshire
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	320	303
	320	234
	320	0
	320	0
	320	0
	320	0
	320	0

1. Trinidad Tellez
2. Barbara Seebart
3. Shawn Barry
4. Robert Daigle
5. Laura McGlashan
6.
7.
8.
9.

**05-95-42-42200010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS: HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES
100% Federal Funds**

Ascentria Community Services Inc.

State Fiscal Year	Class / Account	Class Title	Job Number	Total Budget Amount
2021	102/500731	Contracts for Program Services	4200013	\$ 97,500
2022	102/500731	Contracts for Program Services	4200013	\$ 130,000
2023	102/500731	Contracts for Program Services	4200013	\$ 32,500
		Sub Total		\$ 260,000

Building Community in New Hampshire

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Modified Budget
2021	102/500731	Contracts for Program Services	4200013	\$ 48,750
2022	102/500731	Contracts for Program Services	4200013	\$ 65,000
2023	102/500731	Contracts for Program Services	4200013	\$ 16,250
		Sub Total		\$ 130,000

Overall Total	\$ 390,000
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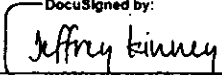
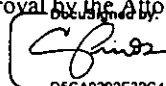
Subject: Refugee Social Services (RFP-2021-OHE-01-REFUG-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 14 East Worcester Street Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number (603) 224-8111	1.6 Account Number 05-095-042-792200000	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$260,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Jeffrey Kinney Chief of Staff & External Relations	
1.13 State Agency Signature DocuSigned by: Ann H. N. Landry Date: 11/23/2020		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/25/2020 D5CA9202E32C4AE...			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. The Contractor shall ensure service priority is given to refugees as follows:

- 1.1.1. New arrivals in their first year in the U.S.;
- 1.1.2. Refugee Cash and TANF recipients;
- 1.1.3. Unemployed refugees; then
- 1.1.4. Employed refugees in need of job retention services.

1.2. The Contractor shall ensure services are available in the City of Concord and surrounding communities.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. The Contractor shall work collaboratively with key stakeholders and community partners throughout the project period to assist refugees with achieving self-sufficiency at the earliest possible date after arrival to the United States.

1.6. Employment Services

1.6.1. The Contractor shall provide employment services that facilitate job development, placement, retention and re-employment of targeted refugees. The Contractor shall ensure employment services include, but are not limited to:

1.6.1.1. Developing and maintaining relationships with employers, which includes but is not limited to:

1.6.1.1.1. Conducting orientations for new employers each contract year.

1.6.1.1.2. Identifying opportunities to develop on-site internships and employer-based training, as appropriate.

1.6.1.1.3. Implementing volunteer-to-work opportunities for refugees who have employment skills that are less transferable for paid employment.

DS
JL

**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

- 1.6.1.1.4. Exploring employment opportunities that have potential for upward advancement in order to increase the availability of available entry-level positions for newly arriving refugees.
- 1.6.1.1.5. Providing education on the benefits of hiring refugees relative to:
 - 1.6.1.1.5.1. Refugee populations.
 - 1.6.1.1.5.2. Background and experience.
 - 1.6.1.1.5.3. Cultural effectiveness strategies.
- 1.6.1.1.6. Providing support to employers with client soft-skills that may include, but are not limited to:
 - 1.6.1.1.6.1. Timeliness and no-call/no-show absences.
 - 1.6.1.1.6.2. Additional orientation and education for refugees to identify positive behavior modifications.
- 1.6.1.1.7. Implementing sector-specific vocational English (VESOL) and Integrated education and training (IET) programs with local employers to provide on-site learning and skill building to reinforce classroom instruction. The Contractor shall ensure trainings include but are not limited to:
 - 1.6.1.1.7.1. Hospitality.
 - 1.6.1.1.7.2. Home Healthcare.
 - 1.6.1.1.7.3. Childcare.
- 1.6.1.2. Conducting American workplace orientations for participating refugees, which includes conducting employment assessments for each employable member of refugee households through vendor-developed assessment tools and developing employability plans based on assessment results.
- 1.6.1.3. Identifying and mitigating barriers to successful work sustainability, which may include but are not limited to:
 - 1.6.1.3.1. Transportation, including but not limited to:
 - 1.6.1.3.1.1. The need for Drivers Education.
 - 1.6.1.3.1.2. The possibility or lack of carpooling opportunities.

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

- 1.6.1.3.1.3. The availability or unavailability of Bus Tickets in areas that provide public transportation services.
- 1.6.1.3.2. Lack of child care availability.
- 1.6.1.3.3. Lack of appropriate work attire
- 1.6.1.4. Assisting refugees with creating and completing resumes.
- 1.6.1.5. Scheduling and arranging job interviews for all employable, newly arrived refugees.
- 1.6.1.6. Working to place refugees in jobs with compensation higher than the State's minimum wage and health benefits in order to increase refugee financial independence.
- 1.6.1.7. Providing employment support, which includes, but is not limited to:
 - 1.6.1.7.1. Conducting one-on-one and small group job readiness trainings concurrently with employment activities in order to maximize engagement and retention of information.
 - 1.6.1.7.2. Providing information on, topics that include but are not limited to:
 - 1.6.1.7.2.1. Employer expectations.
 - 1.6.1.7.2.2. Employer/co-worker relationships.
 - 1.6.1.7.2.3. Time management.
 - 1.6.1.7.2.4. Absent from work notifications.
 - 1.6.1.7.2.5. Gross/net income and money management.
 - 1.6.1.7.2.6. Taxes, benefits and workers compensation.
 - 1.6.1.7.2.7. Personal hygiene.
 - 1.6.1.7.2.8. Options and importance of continuing ESOL classes.
 - 1.6.1.7.3. Collaborating with clients and employer to support a positive onboarding experience that includes, but is not limited to:
 - 1.6.1.7.3.1. Accompanying clients on their initial three (3) days of employment.

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



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- 1.6.1.7.3.2. Assisting with the completion of new hire paperwork.
- 1.6.1.7.3.3. Reviewing and assisting with new hire paperwork, safety information and orientation topics to ensure employee understanding.
- 1.6.1.7.3.4. Assisting with the client-employer relationship by ensuring access to interpreter services to aid in communication and understanding.
- 1.6.1.7.4. Collaborating with the Department of Vocational Rehabilitation to provide refugees who have special needs with specialized vocational employment assistance.
- 1.6.1.8. Assisting refugees with job maintenance.
- 1.6.1.9. Maintaining self-sufficiency plans, case notes, and progress reports in client files that can be referenced for semi-annual reporting to the Office of Health Equity and for review by the State Refugee Coordinator during annual monitoring and other unscheduled times. The Contractor shall:
 - 1.6.1.9.1. Work with participants to assess goals and activities, in accordance with the Equipped to Thrive service and self-sufficiency plan.
 - 1.6.1.9.2. Make adjustments to the self-sufficiency plan, as needed, in order to meet client goals
- 1.6.1.10. Providing referrals to support services, including but not limited to:
 - 1.6.1.10.1. ESOL Classes.
 - 1.6.1.10.2. Vocational training programs.
- 1.6.1.11. Collaborating with existing governmental and private job development agencies.
- 1.6.1.12. Providing transportation training to increase employability.
- 1.6.1.13. Providing interpreter services to new arrivals, as needed.
- 1.6.1.14. Attending monthly meetings of Employment Team meetings facilitated by the State Refugee Coordinator's Office.

**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

- 1.6.2. The Contractor shall collaborate with the Sector Partnership Initiative (SPI) to aid businesses in targeted industries to address workforce needs.
- 1.6.3. The Contractor shall partner with the New Hampshire's Workforce Innovation and Opportunity Act (WIOA) state plan and regularly attend the NH Works partner meetings.
- 1.6.4. The Contractor shall maintain relationships with the Diversity Workforce Coalition (DWC) and other community members in order to promote diversity in the workplace through education, training, and enhanced networking to connect refugees to identified resources.
- 1.6.5. The Contractor shall provide a minimum of five (5) annual presentations to stakeholders to provide education on the needs and cultural aspects of the refugee population. The Contractor shall:
 - 1.6.5.1. Ensure stakeholders include but are not limited to:
 - 1.6.5.1.1. Employers.
 - 1.6.5.1.2. Social service and health care providers.
 - 1.6.5.1.3. Educators.
 - 1.6.5.1.4. Faith communities.
 - 1.6.5.2. Develop a PowerPoint presentation tailored for each audience of stakeholders, ensuring topic areas include but are not limited to:
 - 1.6.5.2.1. Definition of refugee.
 - 1.6.5.2.2. Refugee processing.
 - 1.6.5.2.3. Domestic resettlement operations.
 - 1.6.5.2.4. Services provided.
 - 1.6.5.2.5. Refugee populations.
 - 1.6.5.2.6. Cultural effectiveness.

1.7. Case Management

- 1.7.1. The Contractor shall provide case management services that assist refugees to succeed and gain self-sufficiency in their new communities. The Contractor shall:
 - 1.7.1.1. Advocate on behalf of refugees to protect civil rights and ensure access to services.
 - 1.7.1.2. Provide assistance with resolving housing-related issues. The Contractor shall:

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



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- 1.7.1.2.1. Establish safe and affordable housing for all refugees prior to arrival.
- 1.7.1.2.2. Explain rental and lease agreements in a manner that ensure understanding of the agreements, including but not limited to, explaining tenant/landlord rights and responsibilities to refugee tenants.
- 1.7.1.2.3. Conduct cleaning orientations with all newly-arrived refugee families to ensure household maintenance and upkeep, including but not limited to:
 - 1.7.1.2.3.1. Kitchen sink, oven safety instructions.
 - 1.7.1.2.3.2. Proper food storage.
 - 1.7.1.2.3.3. Disposing of household trash.
 - 1.7.1.2.3.4. Proper tenant and neighbor etiquette.
- 1.7.1.3. Conduct home visits with refugees to identify and address housing issues.
- 1.7.1.4. Provide referrals to health care and mental health services as well as other community service agencies.
- 1.7.1.5. Refer clients to appropriate ESOL or vocational ESOL programs.
- 1.7.1.6. Assist newly arriving refugees with accessing and enrolling in mainstream public programs, which may include, but are not limited to:
 - 1.7.1.6.1. WIC
 - 1.7.1.6.2. Fuel assistance
 - 1.7.1.6.3. Head Start
 - 1.7.1.6.4. State Assisted benefits
 - 1.7.1.6.5. Interpretation services
- 1.7.1.7. Provide all refugees with an "I Speak" card that states their preferred language in order to assist service providers with identifying refugee communication needs.
- 1.7.1.8. Provide a series of nine (9) cultural orientation classes for each refugee. The Contractor shall:

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New Hampshire Department of Health and Human Services
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EXHIBIT B

- 1.7.1.8.1. Enroll refugees in classes within thirty (30) days of arrival.
- 1.7.1.8.2. Ensure each refugee receives a translated outline of each class in their native language prior to beginning classes.
- 1.7.1.8.3. Ensure classes provide comprehensive cultural adjustment services that will support refugee success within the community.
- 1.7.1.8.4. Ensure continuous availability of classes by offering year round open enrollment.
- 1.7.1.8.5. Utilize PowerPoint presentations in combination with interactive lessons that include, but are not limited to:
 - 1.7.1.8.5.1. Role playing activities.
 - 1.7.1.8.5.2. Field trips.
 - 1.7.1.8.5.3. Presentations by stakeholder partners.
- 1.7.1.8.6. Adjust the training based on client feedback, observations or unique characteristics of refugee populations.
- 1.7.1.9. Identify subsidized day care providers that are conveniently located.
- 1.7.1.10. Assist newly arriving refugees with meeting transportation needs.
- 1.7.2. The Contractor shall provide collateral, cultural education to employers, social service providers, health care providers, educators and others interfacing with refugees.
- 1.7.3. The Contractor shall ensure refugees are maximizing services and benefits for which they are eligible during the resettlement period by:
 - 1.7.3.1. Assessing strengths and needs of each refugee.
 - 1.7.3.2. Setting goals to self-sufficiency.
 - 1.7.3.3. Identifying actions to be taken toward established goals.
 - 1.7.3.4. Utilizing an internal tracking system to ensure refugees are maximizing services and benefits for which they may be eligible.

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1.7.4. The Contractor shall maintain relationships in target resettlement communities including but not limited to:

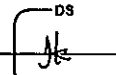
- 1.7.4.1.1. Public Housing Authorities.
- 1.7.4.1.2. Subsidized housing programs.
- 1.7.4.1.3. Local City Welfare offices.
- 1.7.4.1.4. Second Start.
- 1.7.4.1.5. Nashua Adult Learning Center.
- 1.7.4.1.6. Local public school districts.
- 1.7.4.1.7. Parent Information Center programs.
- 1.7.4.1.8. NH Works and Workplace Success.
- 1.7.4.1.9. NH Legal Assistance (NHLA).
- 1.7.4.1.10. Legal Advice and Referral Center (LARC).

1.8. English as a Second Language (ESOL)

1.8.1. The Contractor shall provide ESOL services to rapidly prepare refugees for entry into the job market and facilitate community integration. The Contractor shall conduct activities that include, but are not limited to:

- 1.8.1.1. Monitoring class attendance of unemployed newly arriving refugees and Refugee Cash Assistance recipients.
- 1.8.1.2. Prioritizing newly arriving refugees and public assistance recipients.
- 1.8.1.3. Accommodating refugee arrivals by offering rolling enrollment.
- 1.8.1.4. Providing ESOL classes in Concord, NH on a rolling enrollment basis, ensuring:
 - 1.8.1.4.1. Classes are provided at an easy-to-access site.
 - 1.8.1.4.2. Class sizes are limited to a maximum of twenty (20) students per class.
 - 1.8.1.4.3. Providing a minimum of twelve (12) hours per week of instruction to newly arriving refugees, utilizing a combination of eight (8) hours of classroom learning and four (4) hours of assigned distance learning.
- 1.8.1.5. Mitigating barriers to access to ESOL classes by:
 - 1.8.1.5.1. Ensuring class locations are within walking distance of refugee communities.

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- 1.8.1.5.2. Allowing students to bring children to classes.
 - 1.8.1.5.3. Assisting students with childcare during classes.
 - 1.8.1.6. Administering and maintain entrance and exit ESOL tests by using vendor-preferred tools.
 - 1.8.1.7. Maintaining test results, attendance records and progress reports in client files, ensuring files are available for:
 - 1.8.1.7.1. Semi-annual reporting; and
 - 1.8.1.7.2. Review by the State Refugee Coordinator during annual and other unscheduled times.
- 1.8.2. The Contractor shall ensure ESOL classes are offered face-to-face as well as remotely, as necessary, on dates and times that include, but are not limited to::
 - 1.8.2.1. Monday-Thursday: 9:00-11:00
 - 1.8.2.1.1. ESOL Literacy
 - 1.8.2.1.2. Low Beginner
 - 1.8.2.2. Monday-Thursday: 11:00-1:00
 - 1.8.2.2.1. ESOL Literacy with civics practice
 - 1.8.2.2.2. High Beginner
 - 1.8.2.3. Mondays 1:30-3:30
 - 1.8.2.3.1. Drop in computer lab
 - 1.8.2.4. Wednesdays 10:15-11:00
 - 1.8.2.4.1. Computer hour: ESOL Literacy & Low Beginner together, with peer instruction
 - 1.8.2.5. Wednesdays 11:00-12:00
 - 1.8.2.5.1. Computer hour, ESOL Literacy & High Beginner together
- 1.8.3. The Contractor shall utilize educational methods and materials from the College and Career Readiness Standards for English Proficiency Standards. The Contractor shall ensure curriculum emphasis includes, but is not limited to:
 - 1.8.3.1. Daily living and self-sufficiency skills.
 - 1.8.3.2. Workforce preparation skills.
 - 1.8.3.3. Digital learning skills.
 - 1.8.3.4. Civic rights and responsibilities of citizenship.

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- 1.8.4. The Contractor shall ensure all ESOL teachers receive training, resources and support to implement instructional approaches that focus on transferable skills and student needs. The Contractor shall:
 - 1.8.4.1. Identify nine (9) skills that are imperative to successful teaching of ESOL.
 - 1.8.4.2. Utilize topic areas to develop train-the-trainer topics for staff that include but not limited to:
 - 1.8.4.2.1. Adaptability and willingness to learn.
 - 1.8.4.2.2. Communication.
 - 1.8.4.2.3. Critical thinking.
 - 1.8.4.2.4. Interpersonal skills.
 - 1.8.4.2.5. Problem solving.
 - 1.8.4.2.6. Respecting differences and diversity.
- 1.8.5. The Contractor shall provide Vocational English (VESOL) instruction with an emphasis on job readiness skills utilizing an integrated education and training (IET) model. The Contractor shall ensure emphasis is on:
 - 1.8.5.1.1. Adult education and literacy activity; and
 - 1.8.5.1.2. Workforce preparation and career advancement.
- 1.8.6. The Contractor shall provide ESOL classes in Concord, New Hampshire to newly arriving and currently settled refugees.
- 1.8.7. The Contractor shall refer advanced students to Second Start or New Hampshire Technical Institute (NHTI) for additional educational advancement, as appropriate.
- 1.8.8. The Contractor shall refer all English Language Learners (ELL's) residing in the Nashua area to Nashua Adult Learning Center.
- 1.8.9. The Contractor shall refer all ELL's residing in the Manchester area to the International Institute of New England.
- 1.8.10. The Contractor shall prioritize survival level English and literacy needs of students while addressing pre-vocational, orientation and more advanced ESOL needs.
- 1.8.11. The Contractor shall provide training and address the ESOL needs of established refugees, as resources allow.
- 1.8.12. The Contractor shall train and engage volunteers to provide supplementary ESOL services.

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Refugee Social Services**



EXHIBIT B

1.9. Staffing

- 1.9.1. Selected Vendors shall maintain sufficient staff assigned to this program, either in-house or through subcontracts, necessary to perform and carry out all of the functions, requirements, roles, and duties as proposed.
- 1.9.2. Contractor shall ensure all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and that it has met this requirement.
- 1.9.3. Contractor shall maintain current records and documentation of all individuals requiring licenses and/or certifications, which shall be available to Department upon request.
- 1.9.4. The Contractor shall participate in bi-monthly refugee workforce development meetings as well as mainstream workforce meetings including, but not limited to, Workforce Investment Opportunity Act (WIOA) meetings, as appropriate.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit semi-annual reports to the Department, as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting, as required by the Department.
- 3.2. The Contractor shall provide regular updates and report on progress towards meeting performance measures, and overall program goals and objectives to demonstrate meeting the minimum required services at regular, in-person meetings with OHE.
- 3.3. The Contractor shall ensure progress reports align with reporting periods outlined by ORR. The Contractor shall ensure:
 - 3.3.1. Narrative reports with a summary of project outcomes are submitted to OHE no later than fifteen (15) days after the close of a reporting period.

**New Hampshire Department of Health and Human Services
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EXHIBIT B

3.3.2. Reporting periods and due dates follow the table below, ensuring any changes in previously approved work plans or timelines are specified in the reports.

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
09/30/2020 - 03/31/2021	04/15/2021
04/01/2021 - 09/29/2021	10/15/2021
09/30/2021 - 03/31/2022	04/15/2022
04/01/2022 - 09/29/2021	10/15/2022

4. Performance Measures

- 4.1. The Contractor shall ensure all phone calls, email, and in-person visits are provided to 100% of current employer contacts, annually, as appropriate or as needed.
- 4.2. The Contractor shall ensure a 90% attendance rate achieved regarding participation in the local workforce development meetings
- 4.3. The Contractor shall ensure a 90% attendance rate is achieved regarding participation in the local workforce development meetings.
- 4.4. 100% of employers seeking best practices related to working with refugees receive resources
- 4.5. The Contractor shall ensure 90% of employed clients have barriers to employment removed annually.
- 4.6. The Contractor shall ensure 85% of clients are placed in jobs annually.
- 4.7. The Contractor shall ensure a minimum of one (1) job interview is arranged for 90% of employable adults, annually
- 4.8. The Contractor shall ensure 90% of refugees experience an increase in knowledge and skills, removal of barriers, and access to services in order to be equipped to succeed in their new communities.
- 4.9. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.10. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.11. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

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EXHIBIT B

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. This Agreement is funded by 100%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 2001NHRSCO.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT C

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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EXHIBIT C

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 12.5. 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.

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Ascentria Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/20 - 6/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	50,859	-	50,859	-	-	-	50,859	-	50,859		
2. Employee Benefits	17,340	-	17,340	-	-	-	17,340	-	17,340		
3. Consultants	-	-	-	-	-	-	-	-	-		
4. Equipment	702	-	702	-	-	-	702	-	702		
Rent	-	-	-	-	-	-	-	-	-		
Repair and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
5. Supplies	1,191	-	1,191	-	-	-	1,191	-	1,191		
Educational	-	-	-	-	-	-	-	-	-		
Lab	-	-	-	-	-	-	-	-	-		
Therapy	-	-	-	-	-	-	-	-	-		
Livestock	-	-	-	-	-	-	-	-	-		
Office	-	-	-	-	-	-	-	-	-		
6. Travel	2,625	-	2,625	-	-	-	2,625	-	2,625		
7. Occupancy	7,109	-	7,109	-	-	-	7,109	-	7,109		
8. Current Expenses	-	-	-	-	-	-	-	-	-		
Telephone	1,895	-	1,895	-	-	-	1,895	-	1,895		
Postage	117	-	117	-	-	-	117	-	117		
Subscriptions	-	-	-	-	-	-	-	-	-		
Audit and Legal	155	-	155	-	-	-	155	-	155		
Insurance	449	-	449	-	-	-	449	-	449		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software/Computer Expenses	221	-	221	-	-	-	221	-	221		
10. Marketing/Communications	-	-	-	-	-	-	-	-	-		
11. Staff Education and Training	175	-	175	-	-	-	175	-	175		
12. Subcontract/Agrreements	-	-	-	-	-	-	-	-	-		
13. Other (intermittent/transition)	817	-	817	-	-	-	817	-	817		
Indirect: 27.43% of salaries/wages	-	13,860	13,860	-	-	-	-	13,860	13,860		
(Federally negotiated)	-	-	-	-	-	-	-	-	-		
TOTAL	83,550	13,860	97,410	-	-	-	83,550	13,860	97,410		
Indirect As A Percent of Direct 16.7%											

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Accentra Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1 Total Salaries/Wages	\$ 67,808	-	\$ 67,808	-	-	-	\$ 67,808	-	-	\$ 67,808	
2 Employee Benefits	22,987	-	22,987	-	-	-	22,987	-	-	22,987	
3 Consultants	-	-	-	-	-	-	-	-	-	-	
4 Equipment	936	-	936	-	-	-	936	-	-	936	
Rental	-	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	
5 Supplies	1,548	-	1,548	-	-	-	1,548	-	-	1,548	
Educational	-	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	-	
Office	-	-	-	-	-	-	-	-	-	-	
6 Travel	3,500	-	3,500	-	-	-	3,500	-	-	3,500	
7 Occupancy	9,479	-	9,479	-	-	-	9,479	-	-	9,479	
8 Current Expenses	2,525	-	2,525	-	-	-	2,525	-	-	2,525	
Telephone	156	-	156	-	-	-	156	-	-	156	
Subscriptions	-	-	-	-	-	-	-	-	-	-	
Postage	156	-	156	-	-	-	156	-	-	156	
Audit and Legal	206	-	206	-	-	-	206	-	-	206	
Insurance	506	-	506	-	-	-	506	-	-	506	
Social Expenses	-	-	-	-	-	-	-	-	-	-	
9 Software/Computer Expense	234	-	234	-	-	-	234	-	-	234	
10 Marketing/Communications	-	-	-	-	-	-	-	-	-	-	
11 Staff Education and Training	232	-	232	-	-	-	232	-	-	232	
12 Business Office Expenses	-	-	-	-	-	-	-	-	-	-	
13 Other (miscellaneous expenses)	1,080	-	1,080	-	-	-	1,080	-	-	1,080	
Indirect: 27.43% of salaries/wages (Federally negotiated)	-	18,600	18,600	-	-	-	-	18,600	-	18,600	
TOTAL	\$ 111,465	\$ 18,600	\$ 130,065	\$ -	\$ -	\$ -	\$ 111,465	\$ 18,600	\$ 130,065		
Indirect As A Percent of Direct 16.7%											

Exhibit C-2 Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Ascendia Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/22 - 6/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1 Total Salary/Wages	16,952	-	16,952	-	-	-	16,952	-	-	16,952	
2 Employee Benefits	5,747	-	5,747	-	-	-	5,747	-	-	5,747	
3 Commodities	-	-	-	-	-	-	-	-	-	-	
4 Equipment	234	-	234	-	-	-	234	-	-	234	
Rent	-	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	
Purchase/Lease	-	-	-	-	-	-	-	-	-	-	
5 Subcontract	307	-	307	-	-	-	307	-	-	307	
Educational	-	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	-	
Photocopy	-	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	-	
Office	-	-	-	-	-	-	-	-	-	-	
6 Travel	875	-	875	-	-	-	875	-	-	875	
7 Occupancy	2,370	-	2,370	-	-	-	2,370	-	-	2,370	
8 Current Expenses	-	-	-	-	-	-	-	-	-	-	
Leasehold	632	-	632	-	-	-	632	-	-	632	
Postage	30	-	30	-	-	-	30	-	-	30	
Subscriptions	-	-	-	-	-	-	-	-	-	-	
Audit and Legal	52	-	52	-	-	-	52	-	-	52	
Insurance	150	-	150	-	-	-	150	-	-	150	
9 Rental Expenses	74	-	74	-	-	-	74	-	-	74	
10 Software/Computer Expenses	-	-	-	-	-	-	-	-	-	-	
11 Marketing/Communications	-	-	-	-	-	-	-	-	-	-	
12 Staff Education and Training	50	-	50	-	-	-	50	-	-	50	
13 Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-	
14 Other (other state verification)	272	-	272	-	-	-	272	-	-	272	
Indirect: 37.43% of salaries/wages (Federally regulated)	-	4,850	4,850	-	-	-	-	4,850	-	4,850	
TOTAL	27,858	4,850	32,508	-	-	-	27,858	4,850	-	32,508	
Indirect As A Percent of Direct 16.7%											

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations



**New Hampshire Department of Health and Human Services
Exhibit E**

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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jk

Date 11/18/2020



**New Hampshire Department of Health and Human Services
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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Contractor Initials

DS
JK
Date 11/18/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
JK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

**New Hampshire Department of Health and Human Services
Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

8/27/14
Rev. 10/21/14

Page 2 of 2

Contractor Initials

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Date 11/18/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Contractor Initials

Date 11/18/2020

New Hampshire Department of Health and Human Services



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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

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11/18/2020
 Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Health Insurance Portability Act
Business Associate Agreement
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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

The State by:

Ann H. N. Landry

Signature of Authorized Representative

Ann H. N. Landry

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

11/23/2020

Date

Ascentria Community Services

Name of the Contractor

Jeffrey Kinney

Signature of Authorized Representative

Jeffrey Kinney

Name of Authorized Representative

Chief of Staff & External Relations

Title of Authorized Representative

11/18/2020

Date

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Date 11/18/2020

**New Hampshire Department of Health and Human Services
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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Jeffrey Kinney

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

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Date 11/18/2020



**New Hampshire Department of Health and Human Services
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.

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

 X NO YES

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

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

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

 NO YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ \ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

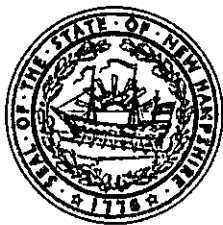
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



State of New Hampshire

Department of State



Ascentria Community Services, Inc.

Ascentria Community Services, Inc.

261 Sheep Davis Rd Ste A1

Concord, NH 03301



State of New Hampshire Department of State



4/30/2020 4:12:45 PM

Ascentria Community Services, Inc.
261 Sheep Davis Rd Ste A1
Concord, NH, 03301, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: **652197**
Filing No: **4904969**



State of New Hampshire

Department of State



Work Order #: 20201026000299

Receipt Date/Time: 04/30/2020 04:12:22 PM

Payer Information:

Ascentria Community Services, Inc.
261 Sheep Davis Rd Ste A1
Concord, NH, 03301, USA

Filer Information:

Ascentria Community Services, Inc.
261 Sheep Davis Rd Ste A1
Concord, NH, 03301, USA

Payer Customer ID: 246579

Filer Customer ID: 246579

Payment Information:

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
No Payment(s)					

Transaction Description:

Transaction #	Description	Reference Information
20201026000299-001	Certificate of Good Standing - Foreign Nonprofit Corporation	Ascentria Community Services, Inc.

Transaction Information:

Date Received	Transaction #	Processing Status	Invoice Status	Amount
04/30/2020 02:15:00 PM	20201026000299-001	Accepted	No Fee	\$0.00
Total				\$0.00

Drawdown Account Balance:	\$0.00	Total Due:	\$0.00
Credit Account Balance:	\$0.00	Total Refunded:	\$0.00
		Total Change To Credit Account Balance:	\$0.00

State of New Hampshire

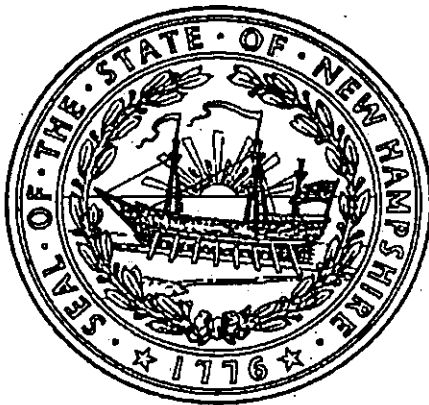
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 652197

Certificate Number : 0004904969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Tara E. Browne, hereby certify that:
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Ascentria Community Services, Inc.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 8, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Kinney is duly authorized on behalf of
(Name and Title of Contract Signatory)

Ascentria Community Services, Inc. to enter into contracts or agreements with the State of
(Name of Corporation/ LLC)

New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: Nov. 6, 2020

Tara E. Browne
Signature of Elected Officer

Name: Tara E Browne
Title: Corporate Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2020

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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: thousman@hayscompanies.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Insurance Companies</td> <td style="width: 20%;">NAIC # 92535</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C: The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Insurance Companies	NAIC # 92535	INSURER B: Philadelphia Indemnity Ins Co	18058	INSURER C: The First Liberty Insurance Corporation	33588	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Philadelphia Insurance Companies	NAIC # 92535												
INSURER B: Philadelphia Indemnity Ins Co	18058												
INSURER C: The First Liberty Insurance Corporation	33588												
INSURER D:													
INSURER E:													
INSURER F:													
INSURED Ascentria Care Alliance 14 East Worcester Street Suite 300 Worcester MA 01604													

COVERAGES

CERTIFICATE NUMBER: 20-21 GL, Auto, Umb, WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2187472	10/1/2020	10/1/2021	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	
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2187468	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB740355	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC6-611-262252-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2187472	10/1/2020	10/1/2021	Aggregate Limit \$3,000,000 Each Professional Incident \$1,000,000

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

Additional Named Insured: Ascentria Community Services, Inc.

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC
--	--

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Ascentria
CARE ALLIANCE

261 Sheep Davis Road, Suite A-1, Concord, NH 03301
ascentria.org | 603.224.8111 | info@ascentria.org
Formerly Lutheran Social Services of New England

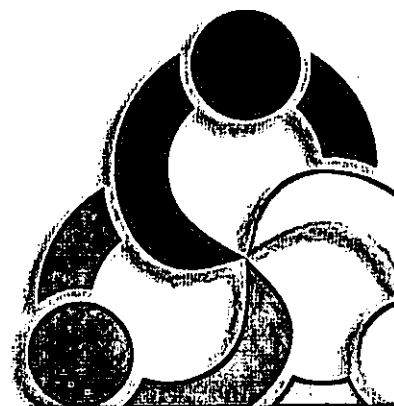
Mission statement:

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

Vision statement:

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

Empowering People. Strengthening Communities.



**ASCENTRIA COMMUNITY SERVICES, INC.
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS
AND SINGLE AUDIT COMPLIANCE REPORTS**

YEAR ENDED JUNE 30, 2019



CLAconnect.com

**WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING**

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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YEAR ENDED JUNE 30, 2019**

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CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Ascentria Community Services, Inc. and Subsidiary
Worcester, Massachusetts

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2019, and the related consolidated statement of activities, cash flows, and functional expenses, for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Ascentria Community Services, Inc. and Subsidiary as of June 30, 2019, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Effect of Adopting New Accounting Standard

As described in Note 2, the Organization adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-For-Profit Entities*. Accordingly, the accounting change has been retrospectively applied to prior periods presented as if the policy had always been used. Our opinion is not modified with respect to that matter.

Other Matters


Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supporting information shown on page 20 is presented for purposes of additional analysis as required by the *Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP)* and is not a required part the financial statements. The schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is also presented for purposes of additional analysis and is not a required part of the basic financial statements. The supporting information required by MAAP and the schedule of expenditures of federal awards is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2019, on our consideration of Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Charlotte, North Carolina
December 20, 2019

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2019

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ -
Accounts Receivable, Net of Estimated Uncollectible Accounts	3,868,580
Prepaid Expenses	87,471
Vehicle Inventory	70,292
Due from Third Party	543
Total Current Assets	<u>4,026,886</u>

ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party	977,537
--	---------

PROPERTY AND EQUIPMENT

Land	45,314
Building	85,798
Building Improvements	953,881
Leasehold Improvements	353,467
Furniture and Equipment	246,311
Vehicles	344,994
Equipment Held Under Capital Lease	499,374
Computer Equipment and Software	147,017
Total	<u>2,676,156</u>
Less: Accumulated Depreciation	<u>1,790,804</u>
Total Property and Equipment	885,352

DUE FROM RELATED PARTIES

5,781

OTHER ASSETS

Deposits	<u>104,742</u>
Total Other Assets	<u>104,742</u>
Total Assets	<u><u>\$ 6,000,298</u></u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2019

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Current Maturities of Long-Term Debt	\$ 43,100
Accounts Payable	922,390
Accrued Expenses	1,055,170
Deferred Revenue	176,471
Due to State of Maine	<u>62,472</u>
Total Current Liabilities	2,259,603

DUE TO RELATED PARTIES

2,802,397

LONG-TERM DEBT, Net of Current Maturities

442,534

5,504,534

Total Liabilities

NET ASSETS (DEFICIT)

Without Donor Restrictions	(566,615)
With Donor Restrictions	<u>1,062,379</u>
Total Net Assets	<u>495,764</u>

\$ 6,000,298

Total Liabilities and Net Assets (Deficit)

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2019

NET ASSET REVENUE WITHOUT DONOR RESTRICTION

Program Service Revenue:

Public Sources	\$ 29,943,008
Private Sources	4,364,898
Donated Vehicles	1,734,097
In-Kind Donations	22,246
Total Program Service Revenue	<u>36,064,249</u>

OTHER INCOME

Net Assets Released from Restriction Used for Operations	282,886
Other Income	450,077
Total Other Income	<u>732,963</u>

Total Revenue 36,797,212

EXPENSES

Salaries and Wages	18,359,186
Employee Benefits	4,103,776
Occupancy Costs	2,074,571
Operating Supplies and Expenses	444,508
Professional Fees	2,393,074
Garage Expenses	864,974
Donated Vehicle Expenses	819,292
Client Support Expenses	546,303
Translation Expenses	534,107
Repairs and Maintenance	389,201
Travel Expenses	867,166
Educational Events and Meetings	43,697
Management Fees	5,020,851
Taxes	555,336
Recruitment Advertising	9,918
Advertising	181,151
Licenses and Fees	7,389
Custodial Fees	6,009
Insurance	190,029
Interest	34,677
Bad Debt Expenses	56,981
Depreciation and Amortization	97,738
Total Expenses	<u>37,599,934</u>

OPERATING LOSS (802,722)

NONOPERATING ACTIVITY

Gain on Sale of Property and Equipment	17,873
Equity Transfers, Net	(57,346)
Total Nonoperating Activity	<u>(39,473)</u>

DECREASE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS \$ (842,195)

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2019

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
BALANCE - JUNE 30, 2018 (SEE NOTE 14)	\$ 275,580	\$ 1,278,529	\$ 1,554,109
Decrease in Net Assets without Donor Restrictions	(842,195)	-	(842,195)
Change in Beneficial Interest in Net Assets of Related Party	-	66,736	66,736
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(282,886)</u>	<u>(282,886)</u>
Change in Net Assets (Deficit)	<u>(842,195)</u>	<u>(216,150)</u>	<u>(1,058,345)</u>
BALANCE - JUNE 30, 2019	<u><u>\$ (566,615)</u></u>	<u><u>\$ 1,062,379</u></u>	<u><u>\$ 495,764</u></u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2019

	Program Services					Supporting Services				
	Transportation Services	Disability & Mental Health	Child & Family Programs	In-Home Services	Services For New Americans	Total Program	Management & General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	\$ 908,707	\$ 5,735,567	\$ 2,715,258	\$ 3,963,013	\$ 4,759,294	\$ 18,131,839	\$ 227,347	\$ -	\$ 227,347	\$ 18,359,186
Employee Benefits	236,075	1,462,866	516,804	910,093	860,958	3,965,796	107,960	-	107,960	4,103,776
Occupancy Costs	146,268	665,710	464,178	49,184	515,830	1,831,170	243,401	-	243,401	2,074,571
Operating Supplies and Expenses	27,189	206,160	64,069	30,160	88,866	416,474	28,034	-	28,034	444,508
Professional Fees	134,610	387,997	1,540,130	8,646	257,587	2,328,970	64,104	-	64,104	2,393,074
Garage Expenses	862,333	2,555	-	-	86	864,974	-	-	-	864,974
Donated Vehicle Expenses	819,292	-	-	-	-	819,292	-	-	-	819,292
Client Support Expenses	71	10,162	180,737	22	354,831	545,823	480	-	480	546,303
Translation Expenses	-	30,484	357	-	498,641	529,482	4,625	-	4,625	534,107
Repairs and Maintenance	49,833	38,191	100,064	72,831	101,806	362,615	26,586	-	26,586	389,201
Travel Expenses	152,833	228,390	163,221	36,645	272,283	853,372	13,794	-	13,794	867,166
Educational Events and Meetings	3,164	4,164	14,617	6,708	8,202	36,945	6,752	-	6,752	43,697
Management Fees	-	-	-	-	-	-	5,020,851	-	5,020,851	5,020,851
Taxes	502	543,621	-	11,132	81	555,336	-	-	-	555,336
Recruitment Advertising	2,133	215	3,271	3,771	338	9,728	190	-	190	9,918
Advertising	-	-	-	-	-	-	181,151	-	181,151	181,151
Licenses and Fees	637	146	3,832	250	563	5,426	1,961	-	1,961	7,389
Custodial Fees	-	-	-	-	-	-	-	6,009	6,009	6,009
Insurance	7,062	59,721	28,969	41,193	49,077	186,022	4,007	-	4,007	190,029
Interest	-	-	-	-	-	-	34,677	-	34,677	34,677
Bad Debt Expenses	188	10,078	-	18,229	27,580	56,081	-	-	-	56,081
Total Before Depreciation and Amortization	3,410,897	9,376,927	5,795,507	5,141,767	7,806,149	31,530,247	5,965,940	6,009	5,971,949	37,502,196
Depreciation and Amortization	26,217	6,041	53,607	-	11,785	97,650	88	-	88	97,738
Total Functional Expenses	\$ 3,437,114	\$ 9,382,968	\$ 5,849,114	\$ 5,141,767	\$ 7,817,934	\$ 31,627,897	\$ 5,966,028	\$ 6,009	\$ 5,972,037	\$ 37,599,934

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2019**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ (1,058,345)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Used by Operating Activities:	
Depreciation and Amortization	97,738
Bad Debts	56,981
Gain on Sale of Property and Equipment	(17,873)
Change in Beneficial Interest in Net Assets of Related Party	(66,736)
(Increase) Decrease in Assets:	
Accounts Receivable	(583,196)
Prepaid Expenses	16,431
Deposits	37,534
Beneficial Interest in Net Assets of Related Party	287,285
Vehicle Inventory	(4,964)
Due to Third Party	885
Increase (Decrease) in Liabilities:	
Accounts Payable	5,976
Accrued Expenses	110,986
Deferred Revenue	(40,612)
Due to State of Maine	(118,938)
Net Cash Used by Operating Activities	<u>(1,276,848)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of Property and Equipment	(232,172)
Proceeds from Sale of Fixed Assets	22,902
Net Cash Used by Investing Activities	<u>(209,270)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on Long-Term Debt	(48,988)
Advanced from Related Parties, Net	1,361,351
Net Cash Provided by Financing Activities	<u>1,312,363</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS

(173,755)

Cash and Cash Equivalents - Beginning of Year

173,755**CASH AND CASH EQUIVALENTS - END OF YEAR**\$ -**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash Paid for Interest	<u>\$ 34,677</u>
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See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Ascentria Community Services, Inc. (ACS) and Ascentria Community Care, Inc. (ACC) (collectively, the Organizations) are corporations exempt from tax under Section 501(c)(3) of the Internal Revenue Code as a public charity. Effective July 1, 2018, assets were transferred to the Organization from Good News Garage – LSS, Inc. (GNG), related parties, as a result of the combination of operations (see Note 14 for details). The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS is the sole corporate member of ACC. Ascentria Care Alliance, Inc. (Ascentria) is a sole corporate member of ACS and also serves as the management agent.

The Organizations provide the following programs:

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

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

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

Good News Garage – provides low-income individuals with transportation, such as ownership of donated vehicles or access to shared rides, providing these individuals with access to jobs and other economic opportunities, thus helping them to achieve economic independence.

Going Concern

The Organization has recognized their continuous operating losses over the past two years due to a rapidly changing business environment. The Organization has made business decisions over the past couple years to mitigate the impact of potential losses as a result of the changing business environment. The Organization is transitioning their service model to one that is customer-driven. Ascentria will support the Organization for any losses it may incur as a result of management fees charged. This support may include alternative funding for the management fees charged and offsetting it through Ascentria's investment proceeds from its other subsidiary in order for the Organization to meet its obligations.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Basis of Consolidation

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

Method of Accounting

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Inventory

Vehicles identified for the purpose of being delivered to program participants are valued based on the average contract reimbursement rate for the reporting period which approximates the lower of cost or net realized value.

Program vehicles expected to be sold at retail are recorded based on trade-in value.

Vehicles expected to be sold at wholesale are valued using the average sales proceeds for all vehicles sold during the reporting period.

Vehicles are recorded as donated vehicles or donated vehicles – wholesale when the vehicle is received.

Property and Equipment

Property and equipment are recorded at cost. Assets with an estimated useful life of more than one year and a historical cost in excess of \$2,500 are capitalized. The Organizations capitalize acquisitions and improvements, while expenditures for maintenance and repairs that do not extend the useful lives of the assets are charged to operations. Donated property and equipment are recorded at its fair market value at date of donation. Gifts of long-lived assets are reported as net assets without donor restriction 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Property and Equipment (Continued)

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.

Related Party Loans Receivable

The Organizations' loan portfolio is comprised on unsecured related party loans receivable that are noninterest bearing and have no fixed repayment terms, as detailed in Note 3, and is considered a single portfolio class. Related party loans receivable are recorded net of an allowance for expected loan losses (allowance). The Organizations establish an allowance as an estimate of inherent risk in the Organizations' loan portfolio. Although management believes the allowance to be adequate, ultimate losses may vary from its estimates.

The allowance is established through a provision for loan losses that is charged to expense. Loan losses are charged off against the allowance when the Organizations determine the loan balance to be uncollectible. Proceeds received on previously charged off amounts are recorded as recovery in the year of receipt. The Organizations determined that all related party loans receivable are fully collectible as of June 30, 2019.

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

Net Assets

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

Net Assets without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations.

Net Assets with Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met either by actions of the Organizations and/or the passage of time. Other donor-imposed restrictions are perpetual in nature when the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Net assets with donor restrictions consist of \$977,537 for beneficial interest in net assets of related party and \$84,842 other program restrictions for the years ended June 30, 2019. There were no net assets invested in perpetuity as of June 30, 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Recognition of Donor Restrictions

Support that is restricted by the donor is reported as an increase in net assets without donor restrictions 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 net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Donated Services

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

Program Service Revenue

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

Donated Vehicle Revenue

Donated vehicle revenue includes vehicles that will be repaired and delivered to program participants. They are valued based on the average contract reimbursement rate for the reporting period. Additionally, donated vehicle revenue includes donated vehicles that do not meet the needs of program participants. These vehicles are sold at auction and valued based on average proceeds for the reporting period.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs paid for by the Organization amounted to \$118,678 for the year ended June 30, 2019. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organization received contributions of advertising estimated to have a value of \$22,246 for the year ended June 30, 2019.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Functional Allocation of Expenses

The cost of providing the various programs and services are summarized on a functional basis. Costs are generally identified as to program site, and are then allocated between programs and supporting services that benefited based on total direct expenses. Salaries and benefits are allocated on the basis of time and effort. The expenses that are allocated are the portions of depreciation and interest expense that are not directly attributable to specific programs or services. These expenses are allocated on a square footage basis.

Income Taxes

The Organizations are nonprofit corporations as described in Section 501(c)(3) of the Internal Revenue Code and are exempt from federal and state income taxes on related income pursuant to section 501(a) of the code.

Deferred Revenue

Deferred revenue represents amounts received by the Organizations for programs and services not yet provided.

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 1) and the lowest priority to unobservable inputs (Level 3).

If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities measured and recorded at fair value by the Organizations are categorized as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that an entity has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Fair Value Measurements (Continued)

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in valuation methodology used at June 30, 2019.

Change in Accounting Principles

The Service has adopted the accounting guidance in Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, which changes presentation and disclosure requirements for nonprofit entities to provide more relevant information about their resources (and the changes in those resources) to donors, granters, creditors, and other users. These include qualitative and quantitative requirements in the following areas: net asset classes, investment return, expenses, and liquidity. Adoption of the new standard had no effect on the previously reported total change in net assets or net assets balance.

New Accounting Pronouncements

Revenue from Contracts with Customers (Topic 606)

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606), which is a comprehensive new revenue recognition standard that will supersede existing revenue recognition guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The FASB issued ASU 2015-14, which deferred the effective date for the Organization until annual periods beginning after December 15, 2018. Earlier adoption is permitted subject to certain limitations. The amendments in this update are required to be applied retrospectively to each prior reporting period presented or with the cumulative effect being recognized at the date of initial application. Management is currently evaluating the impact of this ASU on its financial statements.

Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made

In June 2018, FASB issued an ASU to clarify and improve accounting guidance for contributions received and made (ASU 2018-08). The ASU provides guidance on distinguishing between contributions and exchange transactions. If a contribution is unconditional, the entity must determine whether it is donor restricted for limited purpose or timing. These contributions should be recognized immediately and classified as net assets with or without donor restrictions. If a contribution is conditional and assets are received in advance, the entity should record a liability and not recognize revenue until conditions are met. Guidance is further provided regarding reciprocal and nonreciprocal transactions. If both parties receive similar value, the transaction is considered reciprocal.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

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

Change in Accounting Principles (Continued)

For nonreciprocal transactions, an entity must determine the conditions needed to be made. The guidance will initially be applied retrospectively using one of two methods. The standard will be effective for the Service for the year ended June 30, 2020. Management continues to evaluate the impact of the adoption of this standard, but based on the latest industry guidance, management believes this standard will not have a material impact on the financial statements.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

Subsequent Events

In preparing these consolidated financial statements, the Organizations have evaluated events and transactions for potential recognition or disclosure through December 20, 2019, the date the consolidated financial statements were available to be issued.

NOTE 2 ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party

The Organizations record beneficial interest in assets that are held by Ascentria in the amount of \$977,537 at June 30, 2019. For the year ending June 30, 2019, the Organization had a loan payable, included in accrued expenses, to the fund totaling \$340,524. Contributed assets are transferred to the Ascentria by either the donor or the Organization with the approval of Ascentria. The donors did not grant variance power to the Ascentria.

NOTE 3 RELATED PARTY TRANSACTIONS

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

- The Organizations are charged annually by Ascentria for accounting, management services, and overhead in monthly installments. Charges to operations for these services totaled approximately \$4,928,088 for the year ended June 30, 2019. These expenses have been included on the statement of activities under the caption "Management Fees". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.
- In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$6,009 for the year ended June 30, 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

- The Organizations have various office space rentals to and from related parties and vehicle rentals from related parties. Rental revenue from related parties amounted to \$119,254 for the year ended June 30, 2019. Office space and vehicle related party rents amounted to \$454,395 for the year ended June 30, 2019.
- Related Party loans that bear no interest and have no fixed repayment terms, are as follows:

Due from Related Parties:

Lutheran Housing Corporation Brockton, Inc.	\$ 5,632
Emanuel Development Corporation	149
Total	<u>\$ 5,781</u>

Due to Related Parties:

Ascentria Care Alliance, Inc.	\$ 2,802,397
Total	<u>\$ 2,802,397</u>

NOTE 4 DEFINED CONTRIBUTION PENSION PLAN

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under Internal Revenue Code Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations had no pension costs charged to operations or contributions to the plan for the year ended June 30, 2019.

NOTE 5 ACCOUNTS RECEIVABLE

The accounts receivable balance consisted of the following at June 30, 2019 :

Accounts Receivable - Program Services	\$ 3,896,798
Less: Allowance for Doubtful Accounts	(28,218)
Accounts Receivable, Net	<u>\$ 3,868,580</u>

NOTE 6 CONCENTRATION OF CREDIT RISK

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

Cash and Cash Equivalents

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

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 6 CONCENTRATION OF CREDIT RISK (CONTINUED)

Major Customer

The Organizations receive significant funding from various federal and state agencies. The states through which funding was received include Massachusetts, New Hampshire, and Maine. Approximately 84% of the Organizations revenue was received from state and federal agencies directly or via pass through for the year ended June 30, 2019.

Due from Related Parties

The Organizations extended unsecured credit to a related party. The balance due to related parties totaled \$5,781 at June 30, 2019.

Beneficial Interest in Net Assets of Related Party

The Organizations' unsecured gifts, held by a related party, amounted to \$977,537 at June 30, 2019.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$3,868,580 at June 30, 2019.

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 to 40 Years
Equipment, Furniture and Fixtures, and Vehicles	3 to 10 Years
Equipment Under Capital Lease	3 to 5 Years
Computer Equipment and Software	3 Years

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$97,738 for the year ended June 30, 2019.

NOTE 8 MAINE MEDICAID LIABILITY

ACS provides services for Medicaid eligible individuals under terms of costs based contracts with the state of Maine. Accordingly, ACS 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 \$62,000 for the year ended June 30, 2019. 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 9 LONG-TERM DEBT

The Organizations are liable on long-term debt at June 30, 2019 as follows:

<u>Description</u>	<u>Amount</u>
<u>Note Payable</u>	
Term note payable to Bank of America face amount \$350,000, due August 7, 2033, secured by business assets, payable in monthly installments of interest only through August 2008 then monthly payments of principal plus interest through maturity. Interest rate is fixed at 7.105% annually.	\$ 199,377
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	271,355
<u>Capital Lease Obligations</u>	
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2019, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	14,902
Total Long-Term Debt	485,634
Less: Current Maturities	(43,100)
Long-Term Debt, Net of Current Maturities	<u>\$ 442,534</u>

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2020	\$ 43,100
2021	32,752
2022	33,944
2023	36,455
2024	39,087
Thereafter	300,296
Total	<u>\$ 485,634</u>

Interest charged to operations for the above long-term debt amounted to \$34,677 for the year ended June 30, 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 10 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of one to three years. Total rent and related expenses amounted to \$1,056,543 for the year ended June 30, 2019.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2020	\$ 778,568
2021	490,014
2022	257,828
Total	<u>\$ 1,526,410</u>

NOTE 11 CONTINGENCIES

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

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

ACS and Ascentria have entered into an equity sharing agreement related to four properties transferred from Ascentria to the ACS 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 Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance is \$2,775,000 as of June 30, 2019.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 12 FAIR VALUE MEASUREMENT

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

The following tables present the Organizations' fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2019:

	2019			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 977,537	\$ -	\$ -	\$ 977,537
Total	<u>\$ 977,537</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 977,537</u>

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2019:

Balance - June 30, 2018	\$ 1,198,086
Income, Net of Releases	<u>(220,549)</u>
Balance - June 30, 2019	<u>\$ 977,537</u>

Since these funds are held by a third party that pools the Organizations' interest with other related organization's assets; management has determined that the inputs are unobservable and therefore valued using a Level 3 methodology.

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

The Organization regularly monitors liquidity required to meet its operating needs and other commitments. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Service considers all expenditures related to its ongoing program activities as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. The Organization considers the following to be available to meet cash needs for general expenditures:

Total Financial Assets	\$ 3,868,580
Donor-Imposed Restrictions	<u>(84,842)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 3,783,738</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE 14 ASSETS TRANSFERS

On June 26, 2019 Ascentria Community Services, Inc. (ACS), and Good News Garage – LSS, Inc. (GNG) combined their operations. The Organizations provide community services programs and were combined to further their common mission by improving their community services programs and achieving economies of scale and other synergies through integration of services. As a result of the combination, the surviving organization is ACS.

The Organization followed the guidance related to transactions between entities under common control to record the transition as Ascentria Care Alliance, Inc. (ACA) is the sole corporate member of both entities. As a result of this transaction, the net assets of the transferring Organization 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, 2018 the carrying amount of net assets of GNG were transferred to ACS. As of July 1, 2018 the following was the respective carrying amounts of assets, liabilities, and net assets transferred:

Total Assets	\$ 824,075
<i>Cash and Cash Equivalents</i>	42,309
 Total Liabilities	 307,808
 Total Net Assets	 516,267
<i>Without Donor Restrictions</i>	29,814
<i>With Donor Restrictions</i>	486,453

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF DEPARTMENT AGREEMENTS
YEAR ENDED JUNE 30, 2019

Department Office	Agreement Number	Agreement Amount	Agreement Period	Agreement Service	Agreement Status	Federal Expenses	State Expenses	Total Department Expenses
DHHS:								
DPS	ADS-17-2572	57,168	7/1/2016 -06/30/2017	Rental Subsidy	Interim	\$ -	\$ 57,415	\$ 57,415
DPS	MH2-18-518G	78,000	7/1/2015 -6/30/2018	Community Integration	Final	-	32,852	32,852
OSAMHS	MH2-18-900	25,427	12/01/17 - 6/30/2018		Final	-	31,349	31,349
				Total		\$ -	\$ 121,616	\$ 121,616

Disclosures:Is your agency required to have a Single Audit? **Yes: X****No:**

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2019

Federal Grantor/Pass-through Grantor/Program Title	CFDA Number	Agency or Pass-through Number	Federal Expenditures	Amount Provided to Subrecipient
U.S. Department of Health & Human Services				
Pass-Through Commonwealth of Massachusetts				
Department of Social Services:				
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	INTF0000009921519369	\$ 1,665,221	\$ -
Office of Refugees and Immigrants:				
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI10017CRES000006	134,436	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI10017CRES000007	111,259	-
Refugee and Entrant Assistance Wilson/Fish Program	93.583	CTORI0100 17 RCM000007 WF	65,524	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI0100 17 RCM000007 RSS	1,689	-
Refugee and Entrant Assistance Wilson/Fish Program	93.583	CTORI010017CM000008 WF	44,367	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI010017RCM000008 RSS	4,500	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI010017SAS000001, CTORI010019SAS000001	10,435	2,274
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI010019SAS000001	8,450	2,250
Refugee and Entrant Assistance Targeted Assistance	93.584	CTORI 0100 18 TAG000005	47,100	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CTORI010015RSI000001	1,990	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	CT ORI010016PRS000002, CTORI010019PRS000002	20,960	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	CTORI010019SAS000005	14,820	3,750
Refugee and Entrant Assistance Discretionary Grants	93.576	CTORI010018HPP000006 and	5,164	-
Pass-Through State of New Hampshire				
Office of Minority Health and Refugee Affairs:				
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	010-045-7922000042200013	105,106	-
Refugee and Entrant Assistance Discretionary Grants	93.576	010-042-7922000042200012	31,915	-
Refugee and Entrant Assistance Discretionary Grants	93.576	010-042-79220000	30,728	-
Refugee and Entrant Assistance Discretionary Grants	93.576	010-095-59580000-102-010-042-	16,778	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	* 93.566	010-042-79220000-500731-42200010	44,166	-
Refugee and Entrant Assistance Voluntary Agency Programs	93.566	010-042 79220000 42200011	52,254	-
Medical Assistance Program	93.778		120,427	-
Pass-Through State of Vermont				
Department of Children and Families				
Temporary Assistance for Needy Families (TANF) Cluster	93.558	03440-1440-18 FAIN G1702VTTANF	309,091	-
Pass-Through Lutheran Immigration and Refugee Service				
Office of Refugees and Immigrants:				
Refugee and Entrant Assistance Voluntary Agency Programs	93.567	1802MDRVMG	30,434	-
Unaccompanied Alien Children Program	93.676	90 ZU0182-02-05	735,001	-
Unaccompanied Alien Children Program	93.676	90ZU0223-02	146,303	-
Refugee and Entrant Assistance Discretionary Grants	93.576	90RP0113-02-00	4,063	-
Pass-Through Church World Services				
Office of Refugees and Immigrants:				
Refugee and Entrant Assistance Voluntary Agency Programs	93.567	EMM SPRMC010CA017	41,800	-
Pass-Through VERA Institute for Justice				
VERA - Institute for Justice	93.676	RFP: HHSP233201500046C	51,879	-

See accompanying Notes to Schedule of Expenditures of Federal Awards.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2019

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Federal Expenditures</u>	<u>Amount Provided to Subrecipient</u>
U.S. Department of State				
Pass-Through Lutheran Immigration and Refugee Service				
Division of Unaccompanied Minors:				
U.S. Refugee Admissions Program	19.510	SPRMC0016CA1003	\$ 203,163	\$ -
U.S. Refugee Admissions Program	19.510	SPRMC0016CA1003	17,050	-
 Pass-Through Church World Services				
Division of Unaccompanied Minors:				
U.S. Refugee Admissions Program	19.510	SPRMC018CA0010	256,381	-
 U.S. Department of Agriculture				
Pass-Through Commonwealth of Massachusetts				
State Administrative Matching Grants for the				
Supplemental Nutrition Assistance Program Cluster	10.561	CT WEL 44003064 LSS 0001A	300,373	-
 U.S. Department of Education				
Pass-Through State of NH Department of Education				
Adult Education - Basic Grants to States	84.002	Project # 77008 CAN 616 and CAN 716	56,685	-
 Pass-Through State of MA Department of Elementary and				
Adult Education - Basic Grants to States	84.002		140,255	-
 Pass-Through Commonwealth of Massachusetts				
Rehabilitation Services Vocational Rehabilitation Grants	84.126	SCMRC2007011GNGVD002	1,551	-
 U.S. Department of Justice				
Services for Trafficking Victims	16.32	2016-VT-BX-Ko29	210,111	-
 Pass-Through Commonwealth of Massachusetts				
Crime Victim Assistance	16.575	VOCA2017ACSN00000000	127,252	-
 TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 5,168,680</u>	<u>\$ 8,274</u>

* Major Program

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2019**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Ascentria Community Services, Inc. and Subsidiary under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Ascentria Community Services, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the *Uniform Guidance*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Ascentria Community Services, Inc. and Subsidiary has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.



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

Board of Directors

Ascentria Community Services, Inc. and Subsidiary
Worcester, Massachusetts

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary, which comprise the consolidated statement of financial position as of June 30, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 20, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Ascentria Community Services, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of Ascentria Community Services, Inc. and Subsidiary's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Compliance and Other Matters

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

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Charlotte, North Carolina
December 20, 2019



CliftonLarsonAllen LLP
CLAAconnect.com

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
Ascentria Community Services, Inc. and Subsidiary
Worcester, Massachusetts

Report on Compliance for Each Major Federal Program

We have audited Ascentria Community Services, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Ascentria Community Services, Inc.'s major federal programs for the year ended June 30, 2019. Ascentria Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Ascentria Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Ascentria Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Ascentria Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Ascentria Community Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Board of Directors
Ascentria Community Services, Inc. and Subsidiary

Report on Internal Control Over Compliance

Management of Ascentria Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Ascentria Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Ascentria Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify deficiencies in internal control over compliance that we consider to be a material weakness. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Charlotte, North Carolina
December 20, 2019

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2019

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

1. Internal control over major federal programs:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes x no

Identification of Major Federal Programs

93.566

Refugee and Entrant Assistance – State Administered Programs

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

 x yes _____ no

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2019**

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,
an SEC-registered investment advisor. | CliftonLarsonAllen LLP





Ascentria
CARE ALLIANCE

FY2021 Board and Committee Membership

Board of Directors & Corporate Officers

Directors

William Mayo (Chair)

Rev. Ross Goodman (Vice Chair)

Karen Gaylin (Secretary)

Garth Greimann (Financial Secretary)

Angela Bovill (Ex-Officio w/Vote)

Scott Hamilton

Frederick Jenoure

Stacey Luster, JD

Sherri Pitcher

Keith Robertson

Barbara Ruhe

Kimberly Salmon

Peter Schmidt

Corporate Officers

Angela Bovill (President)

Jeanette Wade (EVP)

Jeff Kinney (EVP)

Nicholas Russo (Treasurer)

Tara Browne (Clerk)

Alexis Sebantu

Work Experience:

Ascentria Care Alliance-Services for New Americans April 2019 to Present Employment Counselor

- Employment orientation
- Job readiness training and resume development
- Assistance with applying for jobs and arranging job interviews
- Placement and onboarding services
- Post-placement and follow-up services, transportation and Interpretation.
- Develop and maintain relationships with local employers.

ORIS Organization for Refugee and immigrant success Employment Specialist & Case manager: July 14- 2014 to April 2019

- Meet with clients individually to assess their needs and help them in a variety of areas such as employment, healthcare, housing, outreach, family issues, literacy issues, immigration legalization, and referral services. I also go out with clients for doctor's appointments, hospitals, trainings, workshops, job interviews, home visits, community meetings and many other essential functions involved in completing tasks and achieving success.
- Employment services include assisting clients with resume writing, job searches, applications, and interpretation at interviews. In addition, I make referrals to service providers and other non-profit agencies with specialized employment services. In addition, I offer skill-building workshops on topics such as financial literacy.
- Working with fresh start farms in Manchester and Concord assisting them with Interpretations in workshops, farm and marketing.

Easter Seals NH

Direct support Associate June 25th 2014 to April 6th 2018

- Provide direct consumer supervision following policies and procedures to guarantee client safety.
- Develop, coordinate and participate in resident and community activities ensuring active consumer participation.
- Maintain documentation for administering medication, daily logs, ISP information and other required data.
- Provide services to families of consumers in the program.
Review treatment plans, communication logs and policies and procedures.

Health insurance navigator at BCNH 2017 to 2018

- Conduct public education about the availability of qualified health plans
- Distribute fair, impartial information about enrollment in qualified plans and about the availability of premium tax credits and cost-sharing assistance in the exchange
- Facilitate enrollment in qualified plans
- Refer people who need help resolving a problem with their health plan or with their premium assistance to a consumer assistance or ombudsman program or to another appropriate agency that can help with a grievance or appeal

Work as a cashier and sale associate at Wal-Mart May, 2013 to June 2014

- Interact with more than hundred Customers in a daily basis.
- I did lots of marketing to sale the merchandise.
- I educated them about the product and make the buy
- Cash out the Customers

Education:

North Iowa Area Community College 2010-2012
Business Administration
Associate Degree.

Vice-president on Board member at Overcome Support/ Concord NH June 1st
2017 to 2019

Skills:

- I have Basic Computer skills. I can type 50 words per minute.
- I have done Intermediate training in Excel, Word, and PowerPoint.
- I am fluent in English, Swahili, Kinyarwanda, and Kirundi.

Amy E. Marchildon

PROFESSIONAL EXPERIENCE

Ascentria Care Alliance

Concord, NH

Director, Services for New Americans

10/2007 – Present

Refugee Resettlement:

- Implement and manage the U.S. Department of State and Office of Refugee Resettlement refugee resettlement program including provision of basic needs, case management, cultural orientation and adjustment, youth and older adult programs, English language programs, employment services, and volunteer support (NH and MA programs).
- Manage 10 to 20-person team; responsible for workflow, training and personnel issues.
- Responsible for up to \$2M program budget (includes federal, state and private contracts).
- Responsible for grant-writing, contract execution, program design and implementation, monitoring and evaluation, performance and quality improvement initiatives, and reporting.
- Lead special projects including a Medicaid waiver demonstration project (focused on community health work and cultural effectiveness training), and the Partnership for Refugee Wellness project based in Worcester, MA (focused on coaching, social determinants of health and community partner coordination - 07/16 - 06/17).
- Advocate at local, state, and federal levels (including legislative advocacy).
- Provide public education, conduct community outreach, and participate on local committees and coalitions related to refugees/immigrants and workforce development.
- Represent the program at local, state and national levels including chairing and participating on advisory committees to National Resettlement Agencies.

Health Profession Opportunity Project (2011-2015):

- Implemented and managed 4.5-year health profession-related workforce development program including coaching, case management, employment and financial assistance services. Primary participants included TANF/SNAP populations.
- Managed 8-person team; responsible for workflow, training and personnel issues.
- Responsible for \$10M program budget.
- Responsible for program design including creation of local business advisory councils, monitoring and evaluation, performance and quality improvement initiatives, and reporting.

Language Bank (2010-2015):

- Managed statewide 24/7 foreign language and ASL interpretation and translation services, which includes medical and legal interpretation.
- Managed 10-person administrative team and up to 150-person interpreter team.
- Responsible for approximately \$1.25M program budget.
- Secured and executed state contracts with the NH Department of Health and Human Services and the Administrative Office of the Courts.

General Ascentria Contributions:

- Chair NH-VT Performance Quality Improvement (PQI) Team; co-chair NH-VT Safety Committee; chaired HEARTS (honoring employees and raising team spirit) Committee; participate on Safety Steering Committee, Merit Compensation Committee, Contract Management/Program Expansion Team, Advancement Strategy Team; participated on Agency PQI Committee, Accreditation Advisory Team, ACE (achieving client engagement) Committee and its subcommittee FAD (framework and design); and called upon for grant-writing and associated program design and budget development including public and private grants at the federal and local levels for a variety of Ascentria programs and initiatives.

Program Manager 08/2005 – 09/2007

- Responsible for day-to-day operations of the refugee resettlement program.
- Supervised 10-person team.
- Managed \$.75M program budget.

Case Manager/Matching Grant Coordinator 09/2002-08/2005

- Coordinated core resettlement services and employment activities for refugees in compliance with federal and state contracts.

Refugee Services of North Texas Ft. Worth, TX
Sub-Office Director 01/2001 –07/2002

- Coordinated resettlement activities and supervised 5-person team.
- Advocated for refugees at local and national levels.

Matching Grant Coordinator 09/1999-12/2000

- Managed employment program including completing enrollment and status reports.
- Generated, tracked and reported cash and in-kind donations.

Immigration and Refugee Services of America Ft. Dix, NJ
Caseworker May – July 1999

- Registered newly arrived Kosovar refugees into Ft. Dix army base, NJ.
- Interviewed refugees and prepared cases for US Citizenship and Immigration Services screening.
- Prepared travel packets for International Organization of Migration.

Austin Metropolitan Ministries Austin, TX
Matching Grant Coordinator 01/1998-05/1999

- Managed employment program including completing enrollment and status reports.
- Generated, tracked and reported cash and in-kind donations.

Refugee Resettlement Case Manager 09/1996-05/1999

- Coordinated resettlement activities for newly arrived refugees including volunteer support, and prepared case status and financial reports.

EDUCATION

Colby College Waterville, ME
Bachelor of Arts, double major in art history and classics with a minor in religion, 1994.

ASSOCIATIONS

Association for Refugee Service Professionals 2010-present

VOLUNTEER EXPERIENCE

Zonta Club of Concord Concord, NH

- Member of service organization empowering women and girls through mentorship, educational scholarships and fundraising, 2009-2018.

President, 2014 – 2016 / Board of Directors 2010-2018.

Community Service Corps Volunteer Program Syracuse, NY
Refugee Resettlement Caseworker 08/1994-08/1995

- Coordinated resettlement activities for newly arrived refugees.

House Manager - Dorothy Day House 08/1994-08/1995

- Created and managed children's daycare program at women's shelter.

Kathy Kitchell

Education and Certifications

TEFL/TESOL Certification
International TEFL Academy
180 credit hours

Leon, Nicaragua
October 2015

ESOL Certification
Granite State College

Manchester, NH
In progress

Bachelor of Arts, Individualized Studies English Language Arts
Granite State College
Magna Cum Laude

Manchester, NH
June 2013

Experience

Education Liaison, Ascentria Care Alliance, Concord, NH, August 13, 2018 – present

Teaching Assistant, Wilson Elementary School, First-Fifth Grade, Manchester, NH, September 2007 to June 2018

Teaching Assistant, Beach Street Elementary School, EL summer program, Manchester, NH, July 2017-August 2017

Tutor, YMCA, Manchester, NH, November 2016-present (after school)

Ready-for-Success Program, Wilson Elementary, Pre-K, Manchester, NH, summers of 2007-2012 & 2014

Tutor, 21st Century Program, Wilson Elementary, Manchester, NH 2007-2015 (after school)

Volunteer experience, Tanzania, Africa, summer 2013

Volunteer experience, Barriletes Orphanage, Leon, Nicaragua, November 2015

Additional Skills

LLI Training – Language Level Instruction
CPI Training – Crisis Prevention Intervention

LYNN L. CLOWES

PROFESSIONAL EXPERIENCE

Ascentria Care Alliance 2012-present
Cultural Orientation Instructor. Deliver CO curriculum to newcomers in order to prepare them for life in new communities.

ESOL instructor and Training Projects Coordinator. Teach literacy and low beginner level English classes to newcomer refugee adults.

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

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

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

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

EDUCATION

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

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

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

SHIRIN ASHOURY

Professional Profile

Professional teacher with 12 years of experience delivering ESL, tutoring, and facilitation multiple classes as a substitute teacher. Passionate to help students succeed academically to supports opportunities for their future careers.

- Classroom management
- Flexibility
- Teamwork
- Giving and receiving feedback
- Student centered teaching
- Empathetic

Language: Farsi – Fluent, English - Fluent

Technology: Microsoft Office and Google Platforms

Education

SIT Graduate Institute, Brattleboro, VT Anticipated 2018

Master of Arts in Teaching English to Speakers of Other Languages

Relevant courses include:

- Second Language Acquisition
- Approaches to Teaching
- Language Analysis for Lesson Planning
- Adult Education
- Group Dynamics
- Teaching the Four Skills

New Hampshire Department of Education, Concord, NH

Certification in Teaching ESOL 2012

Rudehen Azad University, Rudehen, Iran

Bachelor of Arts: Teaching English as a Foreign/Second Language 2006

Teaching Experience

Ascentria Care Alliance

ESOL Teacher

January 2019 – Present

- Teaching English as a second language in adult education program

SIT Graduate Institute

Library Assistant

January 2018- April 2018

- Assisting college students in finding and checking books in and out of the library

MA TESOL Office Assistant

September 2017- December 2017

- Create materials for faculty to use in their classes

Keene School District, Keene, NH

Tutor

July 2018- December 2018

- Working in the special education department at Keene High School and giving a one on one support to a student and supporting the student in all classes

ESL Paraprofessional

April 2017-July 2017

- Pulled out students from the classroom who needed additional support
- Designed lesson plans according to the curriculum and students' needs
- Collaborated with the classroom teacher to elevate non-native speaker to the native speaker level in Math and ESL

Tutor

October 2016-April 2017

- Supported all third-grade students in all subjects

SHIRIN ASHOURY

- Collaborated with all the third-grade teachers to ensure that students were progressing academically

Tutor

August 2013-December 2014

- Tutored middle school special education Vistas program supporting both in the classroom and in the study groups

Marlborough School District, Marlborough, NH

ESL Teacher

December 2014-February 2016

- Created lesson plans to bring a student from basic to native level
- Taught ESL and English for Special Purposes for student's additional class support

School Administrative Unit#29, Keene, NH

Substitute Teacher

November 2010-June 2013

- Manage classes in the absence of current teacher
- Delivering classes to students from kindergarten to high school

Arya Educational Institute, Tehran, Iran

ESL Teacher

April 2005-December 2008

- Facilitated ESL using Let's Go Intermediate and Interchange textbooks
- Taught female students from elementary to adults in all levels, in conversation and grammar

Danesh Language Institute, Tehran, Iran

ESL Teacher

June 2003-May 2005

- Taught all girls in multiple age groups
- Managed classroom through creating a fun and engaging learning environment

Linnea Micciulla

Profile

- Educator with experience teaching ESOL, Spanish, Career Readiness and Vocational ESOL
- Spanish medical interpreter, trained by Ascentria Care Alliance
- Volunteer for several community organizations, including Home Health and Hospice Care, Nashua Senior Activity Center, Concord Hospital and New Hampshire Hospital
- Experience teaching in Spain, Brazil, Morocco, Russia and United States
- Fluent in English and Spanish; intermediate Portuguese, French; beginning German, Arabic

Selected Experience

Vocational ESOL Teacher. Ascentria Care Alliance, Concord, NH 2018-present

- Teaching beginning ESOL classes to adult refugees
- Designing and teaching vocational ESOL, including hospitality, in-home care and warehouse employment

Contractor, Vista Consulting, remote 2015-present

- Providing project management for several data annotation projects
- Performing QA on deliverables, developing quality control metrics

Music Director. Messiah Lutheran Church, Amherst, NH. 2010-present

- Providing music for Sunday services and other occasions
- Directing choir and band

Adjunct Instructor, ESOL. Southern New Hampshire University, Hooksett, NH. 2015-2018

- Taught Reading, Writing, Speaking, Listening, Grammar, Culture and Research for ESOL students
- Developed syllabi for all ESOL levels, focusing on skills and content-based learning
- Developed curriculum for Bridge students to support success in coursework

Adjunct Instructor, ESOL. Northern Essex Community College, Lawrence, MA. 2015-2016

- Developed contextual curriculum for international students studying ESOL
- Taught college/career preparatory material, focusing on healthcare, financial and technology
- Worked with student advisor to help students plan career goals
- Participated in SABES curriculum development workshops

Spanish Medical Interpreter. Ascentria Care Alliance, Concord, NH. 2014-2016

- Interpreted for Spanish-speaking patients for medical and social services
- Served as coach, training new Spanish interpreters

Research Data Manager. Boston Children's Hospital, Boston, MA. 2014

- Annotated and adjudicated clinical notes for the Temporal History of Your Medical Events (THYME) project; see thyme.healthnlp.org, funded by NIH

Senior Linguistic Specialist. SAS, Cambridge, MA. 2010-2014

- Improved part-of-speech tagging and dictionaries for English, Spanish and Portuguese systems

- Compiled corpora by language and industry to evaluate accuracy of products
- Built industry-specific taxonomies in English, Spanish, German and Finnish

Senior Computational Linguist. SDL International, Nashua, NH. 2007-2010

- Expanded machine translation rules for English to Spanish, Portuguese, French, Italian
- Developed machine translation system for English to Finnish

ESOL Instructor. Adult Learning Center, Nashua, NH. 2001-2003

- Taught ESOL to adult immigrants
- Taught evening classes to adults learning Spanish
- Trained other teachers in instructional technology

Instructor. American Language Center, St. Petersburg, Russia. Summer 1997

- Taught beginning English conversation and grammar to adults

Academic Coordinator. Centro Cultural Brasil-Estados Unidos, Goiânia, Brasil. 1994-1995

- Hired teachers and conducted pre-service and in-service training for teaching staff
- Designed and taught pronunciation course for teachers
- Updated exams and developed teaching materials
- Taught ESOL classes for adults and teenagers

Instructor. American Language Center, Rabat, Morocco. Winter 1993

- Taught all levels of ESOL, specializing in pronunciation
- Developed new methodology using oral dialog journals

ESOL Instructor. Fundación Ponce de León, Madrid, Spain 1986-1987;

- Taught ESOL to adults and teens; participated in in-service training 1989-1992

Selected Publications

Pronunciation Card Games. 1999. ProLingua Associates (as Linnea Henry).

Teaching English Pronunciation: A Guide to Teaching Consonants, Vowels, Stress and Intonation. 2002.
New Hampshire DOE. Presented at Annual State Conference for NH Adult Educators.

Education

BOSTON UNIVERSITY – BOSTON, MA

Doctorate in Applied Linguistics, 2011

SCHOOL FOR INTERNATIONAL TRAINING – BRATTLEBORO, VT

Master of Arts in Teaching English as a Second Language, 1994

UNIVERSITY OF KANSAS - LAWRENCE, KS

Master of Arts in Spanish, 1989

BUCKNELL UNIVERSITY – LEWISBURG, PA

Bachelor of Arts in Spanish, Minor in Music, 1986

CONTRACTOR NAME: Ascentria Community ServicesKey Personnel

7/1/20 – 6/30/21

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alex Sebantu	Employment Counselor	\$27,628	.6	\$16,577
TBD	Case Manager	\$27,066	.35	\$9,473
Lynn Clowes	Cultural Orientation Instructor	\$28,829	.15	\$4,409
Kathy Kitchell	Education Liaison	\$27,752	.25	\$6,938
Shirin Ashoury	Teacher	\$27,721	.35	\$4,851
Linnea Micciulla	Teacher	\$31,933	.35	\$5,588
Amy Marchildon	Director	\$60,403	.05	\$3,020

7/1/21 – 6/30/22

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alex Sebantu	Employment Counselor	\$36,837	.6	\$22,102
TBD	Case Manager	\$36,088	.35	\$12,631
Lynn Clowes	Cultural Orientation Instructor	\$38,438	.15	\$5,878
Kathy Kitchell	Education Liaison	\$37,003	.25	\$9,251
Shirin Ashoury	Teacher	\$18,481	.35	\$6,468
Linnea Micciulla	Teacher	\$21,289	.35	\$7,451
Amy Marchildon	Director	\$80,538	.05	\$4,027

7/1/22 – 9/30/22

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alex Sebantu	Employment Counselor	\$9,209	.6	\$5,526
TBD	Case Manager	\$9,022	.35	\$3,158
Lynn Clowes	Cultural Orientation Instructor	\$9,610	.15	\$1,470
Kathy Kitchell	Education Liaison	\$9,251	.25	\$2,313
Shirin Ashoury	Teacher	\$9,240	.35	\$1,617
Linnea Micciulla	Teacher	\$10,644	.35	\$1,863
Amy Marchildon	Director	\$20,134	.05	\$1,007

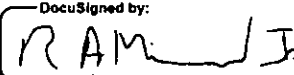
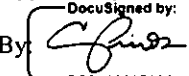
Subject: Refugee Social Services (RFP-2021-OHE-01-REFUG-02)

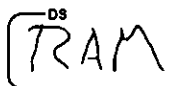
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Building Community in New Hampshire		1.4 Contractor Address 540 Chestnut St, Suite 104 Manchester, NH, 03101 - 1431	
1.5 Contractor Phone Number (603) 935-9620	1.6 Account Number 05-095-042-792200000	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$130,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/10/2020		1.12 Name and Title of Contractor Signatory Richard A. Minard, Jr. Executive Director	
1.13 State Agency Signature DocuSigned by: Ann H. N. Landry Date: 11/17/2020		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to refugees, with a focus on recent arrivals and limited to those that have been in the country five (5) years or less. Refugees in the following categories will receive service priority:

1. New arrivals in their first year in the U.S.;
2. Refugee Cash and TANF recipients;
3. Unemployed refugees; and
4. Employed refugees in need of job retention services.

1.2. The Contractor shall ensure services are available in the Cities of Concord, Manchester and Nashua.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. The Contractor shall work collaboratively with key stakeholders and community partners throughout the project period to assist refugees with achieving self-sufficiency at the earliest possible date after arrival to the United States.

1.6. Employment Services

1.6.1. The Contractor shall provide employment services that facilitate job development, placement, retention and re-employment of targeted refugees. The Contractor shall ensure activities include, including but are not limited to:

1.6.1.1. Developing and maintaining relationships with employers, which includes but not limited to:

1.6.1.1.1. Conducting orientations for new employers each contract year; and

1.6.1.1.2. Identifying opportunities to develop on-site internships and employer-based training, as appropriate.

1.6.1.2. Conducting American workplace orientations for participating refugees, which includes conducting employment assessments for each employable member of refugee households through vendor-developed assessment tools and developing employability plans based on assessment results.

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Building Community in New Hampshire

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Contractor Initials

11/10/2020

Date

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT B

- 1.6.1.3. Assisting refugees with creating and completing resumes.
- 1.6.1.4. Scheduling and arranging job interviews for all employable, newly arrived refugees.
- 1.6.1.5. Providing employment support.
- 1.6.1.6. Assisting refugees with job maintenance.
- 1.6.1.7. Maintaining self-sufficiency plans, case notes, and progress reports in client files that can be referenced for semi-annual reporting to the Office of Health Equity and for review by the State Refugee Coordinator during annual monitoring and other unscheduled times.
- 1.6.1.8. Providing referrals to support services.
- 1.6.2. The Contractor shall collaborate with existing governmental and private job development agencies.
- 1.6.3. The Contractor shall provide transportation training to increase employability.
- 1.6.4. The Contractor shall provide interpreter services to new arrivals, as needed.
- 1.6.5. The Contractor shall attend monthly meetings of Employment Team meetings facilitated by the State Refugee Coordinator's Office.
- 1.7. Case Management
 - 1.7.1. The Contractor shall provide case management services that assist refugees to succeed in their new communities. The Contractor shall:
 - 1.7.1.1. Advocate on behalf of refugees to protect civil rights and ensure access to services.
 - 1.7.1.2. Provide assistance with resolving housing-related issues.
 - 1.7.1.3. Provide referrals to health care and mental health services as well as other community service agencies.
 - 1.7.1.4. Refer clients to appropriate ESOL or vocational ESOL programs.
 - 1.7.1.5. Assist newly arriving refugees with accessing and enrolling in mainstream public programs.
 - 1.7.1.6. Identify subsidized day care providers that are conveniently located.
 - 1.7.1.7. Assist newly arriving refugees with meeting transportation needs.

**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

1.7.2. The Contractor shall Provide collateral, cultural education to employers, social service providers, health care providers, educators and others interfacing with refugees.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit semi-annual reports (See Appendix F, Schedule A, Program Narrative) as required by the Office of Refugee Resettlement (ORR) as well as participate in in-person reporting, as required by the Department.
- 3.2. The Contractor shall provide regular updates and report on their progress towards meeting performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal at regular, in-person meetings with OHE.
- 3.3. The Contractor shall ensure progress reports align with reporting periods outlined by ORR. Narrative reports with a summary of project outcomes shall be submitted to OHE no later than fifteen (15) days after the completion of a project period. Contractor shall draw attention to any changes in previously approved work plans or timelines.

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02

Building Community in New Hampshire

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Contractor Initials ^{DS} TRAM
Date 11/10/2020

**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

Reporting Period	Semi-Annual Report Due Date
09/30/2020 - 03/31/2021	04/15/2021
04/01/2021 - 09/29/2021	10/15/2021
09/30/2021 - 03/31/2022	04/15/2022
04/01/2022 - 09/29/2021	10/15/2022

4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "The preparation of this (report, document etc.) was financed under a

RFP-2021-OHE-01-REFUG-
02

Contractor Initials

RM

**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Medical records on each patient/recipient of services.
- 6.2. 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. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of

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02

Contractor Initials

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT B

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.

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02

Building Community in New Hampshire

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Contractor Initials ^{OS} TRAM
Date 11/10/2020

New Hampshire Department of Health and Human Services
Refugee Social Services



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 2001NHRSCO.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 21.80% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT C

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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**New Hampshire Department of Health and Human Services
Refugee Social Services**



EXHIBIT C

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 12.5. 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.

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder Name: Building Community in New Hampshire									
Budget Request for: 2021-OHE-01-REFUG									
Budget Period: SFY 21									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	21,475.00	4,789.62	26,264.62				21,475.00	4,789.62	26,264.62
2. Employee Benefits	7,735.00	865.23	8,600.23				7,735.00	865.23	8,600.23
3. Consultants (fees/retainers)	-	-	-				-	-	-
4. Equipment	-	-	-				-	-	-
Rental	-	-	-				-	-	-
Repair and Maintenance	-	-	-				-	-	-
Synthesis/Consumables	-	-	-				-	-	-
5. Supplies	-	-	-				-	-	-
Laboratory	-	-	-				-	-	-
Lab	-	-	-				-	-	-
Pharmacy	-	-	-				-	-	-
Medical	-	-	-				-	-	-
6. Office	150.00	32.70	182.70				150.00	32.70	182.70
7. Travel (including at federal rate)	895.95	144.00	1,039.95				895.95	144.00	1,039.95
8. Occupancy	1,800.00	302.40	2,102.40				1,800.00	302.40	2,102.40
9. Current Expenses	-	-	-				-	-	-
Telephone	-	-	-				-	-	-
Postage	-	-	-				-	-	-
Subscriptions	-	-	-				-	-	-
Audit and Legal	-	-	-				-	-	-
Insurance	-	-	-				-	-	-
Board Expenses	-	-	-				-	-	-
10. Software	-	-	-				-	-	-
11. Information/Communications	-	-	-				-	-	-
12. Staff Education and Training	-	-	-				-	-	-
13. Subcontract/Agreements	-	-	-				-	-	-
14. Other (specify details in narrative)	15,860.00	-	15,860.00				15,860.00	-	15,860.00
TOTAL	42,814.95	5,935.84	48,750.79	-	-	-	42,814.95	5,935.84	48,750.79
Indirect As A Percent of Direct 13.8%									

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder Name: Building Community in New Hampshire									
Budget Request for: 2021-OHE-01-REFUG									
Budget Period: SFY 22									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	20,172.00	6,356.50	25,521.50				20,172.00	6,356.50	25,521.50
2. Employee Benefits	3,646.50	794.94	4,441.44				3,646.50	794.94	4,441.44
3. Consultants (fees/retainers)	-	-	-				-	-	-
4. Equipment	-	-	-				-	-	-
5. Rental	-	-	-				-	-	-
6. Repair and Maintenance	-	-	-				-	-	-
7. Purchased Communication	-	-	-				-	-	-
8. Supplies	-	-	-				-	-	-
9. Educational	-	-	-				-	-	-
10. Lab	-	-	-				-	-	-
11. Pharmacy	-	-	-				-	-	-
12. Medical	-	-	-				-	-	-
13. Office	200.17	43.64	243.81				200.17	43.64	243.81
14. Travel (mileage at federal rate)	861.00	192.06	1,053.06				861.00	192.06	1,053.06
15. Occupancy	2,400.00	523.20	2,923.20				2,400.00	523.20	2,923.20
16. Current Expenses	-	-	-				-	-	-
17. Depreciation	-	-	-				-	-	-
18. Postage	-	-	-				-	-	-
19. Subscriptions	-	-	-				-	-	-
20. Audit and Legal	-	-	-				-	-	-
21. Insurance	-	-	-				-	-	-
22. Board Expenses	-	-	-				-	-	-
23. Software	-	-	-				-	-	-
24. Marketing/Communications	-	-	-				-	-	-
25. Staff Education and Training	-	-	-				-	-	-
26. Subcontracts/Agreements	20,787.00	-	20,787.00				20,787.00	-	20,787.00
27. Other (specify dollar amounts)	-	-	-				-	-	-
TOTAL	87,666.87	7,913.33	95,580.20	-	-	-	87,666.87	7,913.33	95,580.20
Indirect As A Percent of Direct 13.0%									

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder Name: Building Community in New Hampshire									
Budget Request for: 2021-OHE-01-REFUG									
Budget Period: SFY 23									
Line Item	Total Program Cost			Contractor Share / Match			Funded by Offsite contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	7,253.09	1,589.87	8,842.97				7,253.09	1,589.87	8,842.97
2 Employee Benefits	811.63	168.73	1,180.36				811.63	168.73	1,180.36
3 Consultants (translator)	-	-	-				-	-	-
4 Equipment	-	-	-				-	-	-
Rental	-	-	-				-	-	-
Repair and Maintenance	-	-	-				-	-	-
Purchase/Depreciation	-	-	-				-	-	-
5 Supplies	-	-	-				-	-	-
Educational	-	-	-				-	-	-
Lab	-	-	-				-	-	-
Pharmacy	-	-	-				-	-	-
Medical	-	-	-				-	-	-
Office	50.00	50.00	100.00				50.00	50.00	100.00
6 Travel (in excess of federal rate)	220.00	47.56	267.57				220.00	47.56	267.57
7 Occupancy	800.00	130.80	930.80				800.00	130.80	930.80
8 Current Expenses	-	-	-				-	-	-
Telephone	-	-	-				-	-	-
Postage	-	-	-				-	-	-
Subscriptions	-	-	-				-	-	-
Audit and Legal	-	-	-				-	-	-
Insurance	-	-	-				-	-	-
Board Expenses	-	-	-				-	-	-
9 Software	-	-	-				-	-	-
10 Marketing/Communications	-	-	-				-	-	-
11 Staff Education and Training	-	-	-				-	-	-
12 Subcontract/Agreements	5,197.00	-	5,197.00				5,197.00	-	5,197.00
13 Other (specific direct materials)	-	-	-				-	-	-
TOTAL	14,271.72	1,978.26	16,250.00	-	-	-	14,271.72	1,978.26	16,250.00
Indirect As A Percent of Direct 13.9%									

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/10/2020

Date

DocuSigned by:
A handwritten signature in black ink that appears to read "RAM J".
Name: Richard A. Minard, Jr.
Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/10/2020

Date

DocuSigned by:

Name: Richard A. Minard, Jr.

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 11/10/2020

**New Hampshire Department of Health and Human Services
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

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**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

RAM

Name: Richard A. Minard, Jr.

Title: Executive Director

Contractor Initials

DS
RAM

Date 11/10/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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TRAM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

RAM J.

Name: Richard A. Minard, Jr.

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/10/2020

Date

DocuSigned by:

RAM

Name: Richard A. Minard, Jr.

Title: Executive Director

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RAM



New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

11/10/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials

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TRAM

11/10/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

3/2014

Contractor Initials

11/10/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials

Date 11/10/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 11/10/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Ann H. N. Landry

Signature of Authorized Representative

Ann H. N. Landry

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

11/17/2020

Date

Building Community in New Hampshire

Name of the Contractor

RAM

Signature of Authorized Representative

Richard A. Minard, Jr.

Name of Authorized Representative

Executive Director

Title of Authorized Representative

11/10/2020

Date

3/2014

Contractor Initials RAM
Date 11/10/2020

New Hampshire Department of Health and Human Services
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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

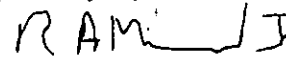
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/10/2020

Date

DocuSigned by:



Name: Richard A. Minard, Jr.

Title: Executive Director



**New Hampshire Department of Health and Human Services
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.

- 030630691
1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

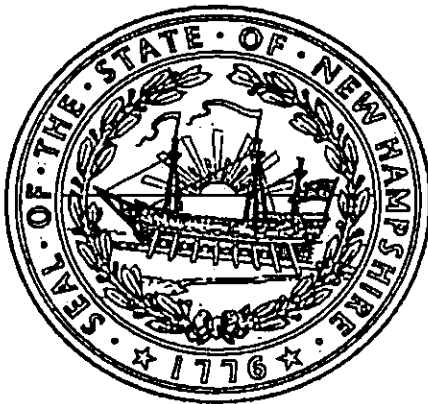
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BUILDING COMMUNITY IN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 14, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 660551

Certificate Number: 0004952443



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of July A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Tilak Niroula**, hereby certify that:

1. I am the duly elected Board Chair of Building Community in New Hampshire.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 21 and 22, 2020, at which a quorum of the Directors/shareholders were present and voting by email as directed in the organization's bylaws.

VOTED: That **Richard A. Minard, Jr.**, Executive Director, is duly authorized on behalf of Building Community in New Hampshire to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



Dated: 10/22/2020

Signature of Elected Officer
Name: Tilak Niroula
Title: Chair, BCNH Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2020

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 have ADDITIONAL INSURED provisions or 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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net														
INSURED Building Community in New Hampshire 540 Chestnut St Ste 104 Manchester NH 03101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Co LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Co LTD	11000	INSURER B: Twin City Fire Insurance Co	29459	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Twin City Fire Insurance Co	29459														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: CL20111014285

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			04SBAIL7516	05/15/2020	05/15/2021	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							XCYBR \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			04WECCR0500	07/30/2020	07/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER
CANCELLATION

NH Department Health Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Mission Statement: Building Community in New Hampshire

BCNH is a multi-ethnic Mutual Assistance Association that provides an array of services required by diverse refugee and immigrant communities that help newcomers to understand and navigate the systems that are part of everyday life.

Financial Statements

BUILDING COMMUNITY IN NEW HAMPSHIRE

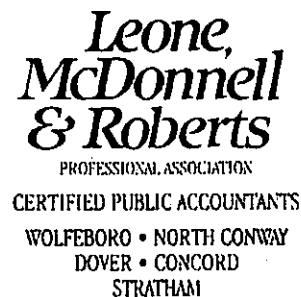
**FOR THE YEAR ENDED DECEMBER 31, 2018
AND
INDEPENDENT AUDITORS' REPORT**

BUILDING COMMUNITY IN NEW HAMPSHIRE

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2018**

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Statement of Functional Expenses	6
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To the Board of Directors of
Building Community in New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Building Community in New Hampshire (a New Hampshire nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, cash flows and functional expense for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Building Community in New Hampshire as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*Leone McDonnell & Roberts
Professional Association*

January 3, 2020
Dover, New Hampshire

BUILDING COMMUNITY IN NEW HAMPSHIRE

**STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2018**

ASSETS

CURRENT ASSETS

Cash and equivalents	5,216
Accounts receivable	<u>19,095</u>

Total current assets 24,311

Total assets \$ 24,311

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	6,702
Short-term loan	5,000
Deferred revenue	<u>31,691</u>

Total liabilities 43,393

NET ASSETS

Without donor restrictions (19,082)

Total liabilities and net assets \$ 24,311

See Notes to Financial Statements

BUILDING COMMUNITY IN NEW HAMPSHIRE**STATEMENT OF ACTIVITIES**
FOR THE YEAR ENDED DECEMBER 31, 2018**UNRESTRICTED REVENUE, SUPPORT AND NET****ASSETS RELEASED FROM RESTRICTIONS**

Contributions	\$ 11,476
Federal grants	180,252
State grants	93,233
Private grants	91,678
Fees	<u>4,188</u>

Total revenue, support and net assets released from restrictions	<u>380,827</u>
--	----------------

EXPENSES**Program Services:**

Services for Seniors	27,580
Social Services	8,100
Nutrition Services	48,405
Health Insurance Navigator	56,831
Ethnic Self-Help Services	98,814
New Hampshire Charitable	8,252
Other	<u>54,230</u>

Total program services	302,212
------------------------	---------

Supporting Activities:

Management and General	65,837
Fundraising	<u>691</u>

Total expenses	<u>368,740</u>
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INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	12,087
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NET ASSETS, BEGINNING OF YEAR	<u>(31,169)</u>
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NET ASSETS, END OF YEAR	<u>\$ (19,082)</u>
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See Notes to Financial Statements

BUILDING COMMUNITY IN NEW HAMPSHIRE

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 12,087
Adjustments to reconcile changes in net assets to net cash provided by operating activities:	
Decrease (increase) in assets:	
Account receivable	(16,740)
Prepaid expenses	1,410
Increase (decrease) in liabilities:	
Accounts payable	1,702
Accrued payroll and related taxes	(8,366)
Short term loan	5,000
Deferred revenue	<u>(22,410)</u>

NET CASH USED IN OPERATING ACTIVITIES (27,317)

CASH FLOWS FROM FINANCING ACTIVITIES

Net payments on long term debt (59,318)

NET CASH USED IN FINANCING ACTIVITIES (59,318)

NET DECREASE IN CASH (86,635)

CASH, BEGINNING OF YEAR 91,851

CASH, END OF YEAR \$ 5,216

See Notes to Financial Statements

BUILDING COMMUNITY IN NEW HAMPSHIRE

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2019**

	Services for Seniors	Social Services	Nutrition Service	Health Insurance Navigator	Ethnic Self-Help Services	New Hampshire Charitable	Other	Program	Management and General	Fundraising	TOTAL
Salaries and wages	\$ 21,525	\$ 5,978	\$ 34,841	\$ 48,043	\$ 69,703	\$ 6,155	\$ 41,039	\$ 225,284	\$ 48,621	\$ 165	\$ 272,070
Payroll taxes	1,877	489	2,884	3,809	5,654	509	3,424	18,426	3,830	14	22,270
Employee benefits	-	-	783	612	246	-	615	2,256	4,160	-	6,416
Rent	2,610	900	6,993	4,883	3,318	641	600	19,945	945	-	20,890
Contracted services	-	-	1,135	-	18,690	-	250	20,075	425	-	20,500
Office expense	432	446	400	430	839	768	550	3,865	1,498	12	5,375
Travel	590	287	435	1,054	364	179	1,404	4,313	452	-	4,765
Telephone and internet	746	-	954	-	-	-	210	1,910	2,485	-	4,395
Insurance	-	-	-	-	-	-	-	-	3,807	-	3,807
Meeting	-	-	-	-	-	-	2,858	2,858	45	-	2,903
Direct client assistance	-	-	-	-	-	-	2,500	2,500	-	-	2,500
Conferences	-	-	-	-	-	-	98	98	1,569	-	1,667
Other	-	-	-	-	-	-	682	682	-	-	682
Fundraising	-	-	-	-	-	-	-	-	-	500	500
Total expenses before management and general allocation	27,580	8,100	48,405	56,831	98,814	8,252	54,230	302,212	65,837	691	368,740
Management and general allocation	3,563	1,080	8,667	10,827	13,779	1,128	6,787	45,831	(45,831)	-	-
Total	\$ 31,143	\$ 9,180	\$ 57,072	\$ 67,658	\$ 112,593	\$ 9,380	\$ 61,017	\$ 348,043	\$ 20,006	\$ 691	\$ 368,740

See Notes to Financial Statements

BUILDING COMMUNITY IN NEW HAMPSHIRE

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2018

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Building Community in New Hampshire (the Organization) is a New Hampshire nonprofit organization. The Organization was organized to assist refugees and immigrants transitioning to living in the United States of America.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly.

Financial Statement Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

The Organization had no net assets with donor restrictions at December 31, 2018.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Management believes that these estimates and assumptions provide a reasonable basis for their presentation in the financial statements.

Cash and Cash Equivalents

The Organization considers cash and all highly liquid investments with an original maturity date of less than three months to be cash and cash equivalents for purposes of the statements of cash flows. There were no cash equivalents for the years ended December 31, 2018.

Deferred Revenue

The deferred revenue accounts consist of grants that have not been expended as of December 31, 2018.

Advertising Costs

Advertising costs are expensed as incurred. For the year ended December 31, 2018, there were no advertising costs.

Fair Value of Financial Instruments

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

Income Taxes

The Organization is exempt from income taxes under code section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Accounting Standard Codification No. 740 (ASC 740), "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its exempt purpose information returns for the years 2015 through 2018 and has concluded that no provision for income taxes is necessary in the Organization's financial statements.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by the staff.

Expense

Wages, payroll taxes and
benefits
Depreciation
All other expenses

Method of allocation

Time and effort
Actual assets used by program
Direct assignment

NOTE 2. COMPENSATED ABSENCES

The Organization does not accrue compensated absences because the amount cannot be reasonably estimated.

NOTE 3. LEASE COMMITMENTS**Operating Lease Commitment**

The Organization entered into a lease agreement on April 25, 2019. The lease term runs from May 2019 through April 2020. Payments are \$500 for the months of May and June, 2019. Thereafter, the payments will be \$1,000 per month.

Future minimum lease payments as of December 31, 2018 are as follows:

<u>Year Ending December 31</u>	<u>Amount</u>
2019	\$ 7,000
2020	<u>4,000</u>
Total	<u>\$ 11,000</u>

Actual rent payments made during the year ended December 31, 2018 were \$21,200.

NOTE 4. CONCENTRATIONS OF RISK

The Organization maintains its cash balances at two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000 on all accounts as of December 31, 2018. There were no deposits in excess of the insured limits at December 31, 2018.

NOTE 5. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets at December 31, 2018:

Financial assets at year end:

Cash and cash equivalents	\$ 5,216
Accounts receivable	<u>19,095</u>

Financial assets available to meet general expenditures over the next twelve months	<u>\$ 24,311</u>
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The Organization's goal is generally to maintain financial assets to meet 30 days of operating expenses, which is approximately \$30,000 at December 31, 2018

NOTE 6. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing the financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 3, 2020, the date the financial statements were available for issuance.

NOTE 7. SHORT TERM LOAN

The Board Chair loaned the Organization \$5,000 during the year ended December 31, 2018. There are no specific terms and no stated interest due. However, it is reasonable to believe that the Organization will repay the loan as soon as possible.



Building Community in New Hampshire

Formerly Bhutanese Community of New Hampshire

540 Chestnut St., Suite 104, Manchester, NH 03101 ~ www.bcinnh.org

bcnh@bcinnh.org ~ 603-935-9620

BOARD OF DIRECTORS

Tilak Niroula, Chair

Tilak is a former refugee from Bhutan. He served as Communication Manager for BCNH from 2013 to 2018. He has an extensive background in mass communications and public relations and has earned a degree in Business Administration from Southern New Hampshire University. He is currently a manager at CarePoint Plus in Manchester. Tilak has published dozens of op-eds on refugees and immigrants in various publications. He was honored with the "Premiere Production Award 2013-2014" by Concord TV and was selected as a member of the New Hampshire Union Leader's "40 under 40" class of 2017. Tilak serves as an ad hoc committee member on Strategic Planning, Marketing, and Fundraising Committee for the Manchester Community Health Center and is also serving on the Advisory Board to Manchester's Office of Youth Services. Previously, Tilak served on the Board of Directors of the Bhutan Media Society. He was elected board chair in December 2019.

Rudra Timsina, Vice Chair

Rudra is a former refugee from Bhutan. Rudra has been associated with Building Community in New Hampshire in various capacities since the founding of the organization. He has volunteered in various programs of BCNH and worked as a Secretary/Board Secretary before he joined the Board of Directors in 2017. Rudra has a Master of Science degree in Electrical Engineering from the University of New Hampshire. He works for Raytheon on missile defense systems. He lives in Concord.

Douglas Hall, Treasurer

Over a long career Doug created and led many non-profit organizations in New Hampshire and Nepal. He has served as Executive Director or as a member of the Board of Directors of NH Center for Public Policy Studies, NH Developmental Disabilities Council, NH Social Welfare Council, Gyan Jyoti Kendra, NH Children's Alliance, SOS Local Government, NH Family Planning Association, and New ERA. He was elected to the NH House of Representatives for 4 terms and to the position of Town Moderator for 17 years in his home town of Chichester. As Bhutanese refugees began to arrive in the US in 2008 he published and then distributed over 8,500 copies of a Nepali-English English-Nepali dictionary for their benefit. He is also co-author of the 200 page bilingual *Handbook for Living in the United States*.

Tika Acharya

Tika is a former refugee from Bhutan. He was BCNH's founding Executive Director and led the organization from 2009 until 2018. He is the United Nations High Commissioner for Refugees Congress Member from the State of New Hampshire. Tika is currently a Principal of AS Insurance LLC, an insurance brokerage agency, and oversees 5 branch locations from its home office in Manchester where he lives. Mr. Acharya has previously held positions in government contract management, insurance, and finance. He holds a Master's Degree in Business Administration from India and Certificates in executive management program from Paul College of Business Management and Economics at University of New Hampshire.

Suraj Budathoki

Suraj is a former refugee from Bhutan and a founding member of BCNH. He is a former executive director and coordinated the organization's work with insurance marketplace navigation and New American Youth Engagement Project. He has a degree in International Relations from Norwich University and has served as executive director of the International Campaign for Human Rights in Bhutan. US Senator Jeanne Shaheen nominated Suraj for the American Council of Young Political Leaders in 2014 and 2016. He has been the New Hampshire Delegate to the United States Refugee Congress since 2017. He is also a member of the "40 under 40" class of 2016, a prestigious award from Union Leader.

Chekeri Byimanikora

Chekeri is a refugee from Rwanda. She lives in Concord and is a student in the Human Services program at New Hampshire Technical Institute.

Samba Halkose

Samba came to the United States as an immigrant from the Democratic Republic of Congo by way of Nairobi. She is an adult education counselor at the Adult Learning Center in Nashua and an active organizer within the Congolese community. Samba earned a Bachelor of Science degree in business with a specialization in human resources. She has worked with New Hampshire's refugees as a medical interpreter, employment specialist, and resettlement case manager. She lives in Manchester.

Gerrell Smith

Gerrell has been involved in non-profit organizations since he was 18 years old, when he was selected to be the superintendent for Pilgrim Congregational Church in Los Angeles, CA. Currently, he is on the board for NashuaPAL, Nashua, NH, and is part of the development sub-committee. He recently joined the board of Building Community in New Hampshire (BCNH) to continue his goals towards assisting people in need have access to services that support them and their family members. He has a Bachelor of Arts Degree in Economics. He lives with his family in Brookline, NH.

Bhola Subedi

Bhola is a former refugee from Bhutan. He is the Administrator at CarePoint Plus, a home care services agency that provides culturally and linguistically appropriate in-home care services. He has served as a program director at Crotched Mountain Foundation in Greenfield, NH, and as a financial analyst at TD Bank. While still a refugee in Nepal in 2002, Bhola helped establish the Institute for Gender and Legal Equality. He earned an MBA from Springfield College in Massachusetts in 2013. He lives in Manchester and serves on the Mayor's Multicultural Advisory Council.

Guru Subedi

Guru is a former refugee from Bhutan. He is Chief Executive Officer of CarePoint Plus, a home care services agency that provides culturally and linguistically appropriate in-home care services. Previously he was Senior Software Engineer/Technical Lead at C² Systems LLC. He has a Masters of Science in

Information Technology from Southern New Hampshire University. Guru was Chair of the BCNH Board of Directors 2014-2016. During that time, BCNH was awarded the "2016 MLK Coalition Special Award" at the 34th annual Martin Luther King Jr. Day Community Celebration in Manchester.

Assantha Jean-Claude Wabashka

Assantha is a former refugee from the Democratic Republic of Congo. He is a youth counselor with the Safari Youth Club in Manchester, an interpreter, and until recently was a residential counselor at Crotched Mountain Foundation in Greenfield, NH. Assantha was a school principal at the Tanganyika Christian Refugee Service in Tanzania before coming to the United States. He began his higher education in Congo and completed an Associates of Arts degree in Human Service at the New Hampshire Technical Institute. He lives in Manchester.

BCNH STAFF

Richard A. Minard, Jr, Executive Director, Board Secretary

Bishnu Khadka, a former refugee from Bhutan, case manager and community health worker

Eric Irakiza, a former refugee from Democratic Republic of Congo, case manager and community health worker

Chura Acharya, a former refugee from Bhutan, English and American Civics instructor

Mohammad Mustak Arif, a former refugee from Burma, case manager and executive director of the Rohingya Society of Greater Nashua.

Updated: April 9, 2020

RICHARD A MINARD JR.

EXPERIENCE

2018-PRESENT

EXECUTIVE DIRECTOR, BUILDING COMMUNITY IN NEW HAMPSHIRE

2017-PRESENT

ENERGY SPECIALIST, SOL-SMART ADVISOR, NORTHERN MIDDLESEX COUNCIL OF GOVERNMENTS AND THE SOLAR FOUNDATION

2015-2017

DEPUTY DIRECTOR, NH OFFICE OF ENERGY AND PLANNING

2009-2014

VICE PRESIDENT FOR POLICY, NH COMMUNITY LOAN FUND

2006-2008

PRESIDENT AND CEO, NH AUDUBON

2005-2006

EXECUTIVE DIRECTOR, HARVARD UNIVERSITY CENTER FOR THE ENVIRONMENT

2000-2005

CO-EXECUTIVE DIRECTOR, NH CENTER FOR PUBLIC POLICY STUDIES

1994-2000

ASSOCIATE DIRECTOR, CENTER FOR THE ECONOMY & THE ENVIRONMENT, NATIONAL ACADEMY OF PUBLIC ADMINISTRATION

1991-1994

FOUNDING DIRECTOR, NORTHEAST CENTER FOR COMPARATIVE RISK, VERMONT LAW SCHOOL

1989-1991

COMPARATIVE RISK PROJECT MANAGER, VERMONT AGENCY OF NATURAL RESOURCES

1986-1989

DIRECTOR, VERMONT GOVERNOR'S OFFICE OF POLICY RESEARCH AND COORDINATION

1980-1986

EDITORIAL PAGE EDITOR, VALLEY NEWS

1980

ASSISTANT PRESS SECRETARY, U.S. SENATOR JOHN DURKIN

1978-1980

REPORTER, THE KEENE SENTINEL

EDUCATION

Harvard Kennedy School of Government, Cambridge, MA, 1993-1994

Master of Public Administration, emphasis on environmental management and economics

Named a Littauer Fellow in recognition of academic achievement and public service

Executive Program, Climate Change and Energy Policy for the Long Term, 2016

Senior State and Local Executives Program, 1986

University College, Cardiff, Wales, 1977-1978

Rotary International Fellow at the Centre for Journalism Studies

Harvard College, Cambridge, MA, 1973-1977

Bachelor of Arts, *magna cum laude*, in English and American Literature and Language

Center for Whole Communities, Fayston, VT, June 2009

New Hampshire Climate and Energy Leadership Program

Leadership New Hampshire, Manchester, NH, 2002

ILLUSTRATIVE ACCOMPLISHMENTS

Informing and shaping public decisions

Mobilizing Municipal Action on Clean Energy: Lowell, Tyngsborough, and Dracut, Massachusetts are adopting zoning amendments in 2018 to encourage solar PV installations as a result of my technical assistance as a SolSmart advisor. I developed comprehensive solar web pages for these communities and others that guide homeowners and businesses through the solar siting and installation process. A reviewer for The Solar Foundation concluded: "Consider using this TA effort as a [national] program example."

Non-partisan analysis for New Hampshire: As the second employee at the NH Center for Public Policy Studies, helped solidify the organization's reputation as a source of objective analysis of state and local issues. Policy areas included corrections, local governance, and education finance; secured one of the first project grants from the NH Endowment for Health and directed an evaluation of New Hampshire's "Reclaiming Futures" program in cooperation with the Urban Institute and the Robert Wood Johnson Foundation.

Applied research: At the National Academy of Public Administration in Washington, DC, secured earmarks and contracts from congressional committees and federal agency leaders to find pragmatic solutions to their management and policy problems, ranging from how best to protect worker health and safety at the nation's nuclear weapons facilities to shifting the Environmental Protection Agency's research agenda to emerging problems. Managed teams of researchers and employee groups; staffed expert panels; wrote, edited, and released most of the resulting reports.

Teaching and lobbying: Created and delivered two sessions of the "Policy and Advocacy Academy" to help leaders in New Hampshire's manufactured-home communities be more effective in their dealings with municipal and state governments. Created and delivered two sessions at Vermont Law School of a program to train state and city environmental and health agency leaders in risk-based priority-setting and public outreach. Testified before a congressional committee on environmental risk management, and on numerous bills and issues in the New Hampshire and Vermont legislatures. Created the "What is New Hampshire?" training that begins each session of Leadership New Hampshire.

- Received the "Theodore Roosevelt Rough Rider Award for Excellence in Public Policy" by the Council of Governors' Policy Advisors, 1997.

Finding meaning in complexity

Bringing data to users: Converted 30 years of lending and donation data to a geospatial platform that allows the NH Community Loan Fund to see where its money comes from and where it goes, streamlining many analytical processes and creating new insights for philanthropy, marketing, and public outreach. Created a simple Excel model for the NH Department of Corrections to show the sources of prison overcrowding and the benefits of reducing incarceration rates for parole violations. The results persuaded the NH Legislature to fund alternatives to incarceration.

Communicating the essentials: One of the Center for Public Policy Studies' most influential papers of the last decade was "One in Four," which led to statewide changes in school policies and dramatic reductions in high-school drop-out rates. The underlying analysis was Doug Hall's; the writing was largely mine, including the opening: "Approximately 25 percent of New Hampshire's high school students drop out, yet few parents or policy makers in New Hampshire seem aware of the magnitude of the problem. Imagine, though, the impact that a little honesty might have, if every high school graduation ceremony this spring included empty chairs among

its graduating class for those students who had dropped out along the way. In Nashua and Milton and Somersworth, every third chair would be empty. In Pembroke and Lincoln-Woodstock and Winchester, every fourth chair would be empty. Every seat in Hopkinton would be occupied with a graduating student, but in Franklin, *every other* seat would be empty."

- New England Associated Press awards for editorial writing, 1983 and 1985

Strengthening organizations

Vision and impact: Combined \$3.1 million in grants from three sources to pilot a community-scale weatherization project that trained Community Action employees and private contractors in techniques to weatherize manufactured homes, achieving dramatic cost savings compared to the traditional weatherization program, discovering a pervasive problem of carbon monoxide risk, and reducing carbon emissions. The NH Public Utilities Commission featured this as the state's flagship RGGI project in 2013. The results helped persuade the NH Legislature to permanently allocate at least 15 percent of RGGI funds for low-income weatherization.

Leadership: Became the president and CEO of NH Audubon in 2006 after excessive debt and other actions had thrown the organization into crisis. Reduced payroll by 45 percent with minimal reductions in programs; increased the number of Annual Fund donors by 53 percent and donations by 33 percent; initiated the Environmental Research lecture series; established a volunteers' advisory council with representation on the board of directors; sold assets that didn't contribute to mission; and secured bequests that subsequently helped reduce the organization's debt. Although the recession drove the organization back into financial crisis, these steps helped position it for sustainability.

Team-building: As executive director at the Harvard University Center for the Environment, worked with the Center's faculty director to weave together environmental programs and research across the university's graduate schools and undergraduate departments, culminating in the creation of the Harvard University post-doctoral Environmental Fellows program: developed original international recruiting strategy and materials, staffed the selection process with faculty, delivered orientation assistance to the first class of fellows and helped solicit endowments for subsequent fellowships.

- Named to New Hampshire Magazine's "It List" of 2006.

Addendum 1: BOARDS AND COMMITTEES

Energy & Environmental Policy; Regulatory Reform

New Hampshire Energy Efficiency and Sustainable Energy Board; chair, EERS Committee, 2015-2017

New Hampshire Local Energy Solutions Work Group, member, 2015-2017

New Hampshire Nuclear Decommissioning Finance Committee, 2015-2017

New Hampshire Energy and Climate Collaborative, 2009-2011

Governor's Climate Change Task Force, Adaptation Committee, 2008

New Hampshire Audubon, Green Infrastructure Project Steering Committee, 2002

U.S. EPA's National Advisory Council on Environmental Policy and Technology, Reinvention Criteria Committee, 1998-2000

Green Mountain Institute for Environmental Democracy, board president, 1996-1999; board member, 1999-2001

Western Governors' Environmental Policy Council, 1992-1993

Housing, Land Use, and Community Development

New Hampshire Community Development Advisory Committee, 2015-2017

Board Policy Committee of the Opportunity Finance Network (the national organization of Community Development Financial Institutions), 2014

New Hampshire Commission on Housing Policy and Regulation, 2013-2014

Town of Bow, NH, Planning Board, 2002-2005

Other Local, State, and National Service

Bow Rotary Club, member since 2001, president (2013-2014)

NH Supreme Court Task Force on Public Access to Court Records, 2004-2005

Antioch New England Institute Policy Council (vice chair) and Advisory Council, 2000-2005

Leadership New Hampshire Program Committee, 2002-2005

Addendum 2: SELECTED PUBLICATIONS & PRESENTATIONS

Housing, Land Use, and Community Development

"ADUs in our Neighborhoods," Northern Middlesex Council of Governments, 2019

"A New Hampshire Homeowner's Guide to Accessory Dwelling Units," NH Housing Finance Authority, 2018

"Weatherization: Generating Economies of Scale within Manufactured Home Communities," NH Community Loan Fund, 2013

"Home Loans Matter: Buyers *and* Sellers of Manufactured Homes Benefit from Access to Financing -- a case study," with Nick Normandin, NH Community Loan Fund, 2012.

"Vermont Decides How to Grow," *The Journal of Real Estate Development*, Federal Research Press, Spring 1989.

New Hampshire Issues: Taxes, Education, Corrections, Local Governance

"Shifting the Load," presentations on property tax issues to the NH Local Government Center annual meeting, 2006; Town of Hollis property tax equity committee, May 2005, and NH League of Women Voters annual meeting, May 2005.

"Understanding State Aid, FY 05 & FY 06," NH Center for Public Policy Studies, December 2004.

"What Is New Hampshire?" NH Center for Public Policy Studies, September 2004, with day-long sessions for Leadership New Hampshire in October 2004 and 2005 and shorter sessions for Leadership North Country, the staff of the NH Charitable Foundation, the Greater Portsmouth Chamber of Commerce.

"Putting Pressure on Property Taxes," NH Center for Public Policy Studies, August 2004.

"Locked Up, Paper 2: Options for Reducing the Prison Population and the Cost of Incarceration," NH Center for Public Policy Studies, February 2004.

"Under the Influence: Alcohol, Drugs, Crime, and Treatment in New Hampshire," with Katherine Merrow, NH Center for Public Policy Studies, July 2002; and "Under the Influence Part 2:

Treating Addictions, Reducing Corrections Costs," also with Katherine Merrow, February 2003.

"SB2 at 5: Bonds, Ballots, and the 'Deliberative Session,'" with Melissa Gagnon, NH Center for Public Policy Studies, March 2002.

"Locked Up: Corrections Policy in New Hampshire; Paper 1: The Fiscal Consequences of Incarceration Policies, 1981 to 2001," NH Center for Public Policy Studies, September 2001.

"Bonds and Ballots: Four Years of Experience with 'SB2' in New Hampshire," with Stephen Knapp, NH Center for Public Policy Studies, March 2001.

Environmental Policy and Regulatory Reform

"Transforming Environmental Regulation" in *Issues in Science and Technology*, Spring 2001.

"Stakeholder Involvement in Untraditional Environmental Strategies," presentation to the Multi-State Working Group's Policy Academy, February 2005.

"Transforming Environmental Regulation," presentation to the Minnesota Bar Association's environmental group, February 2002.

"Policies to Prevent Erosion in Atlanta's Watersheds: Accelerating the Transition to Performance," National Academy of Public Administration, January 2001.

"Performance-Enhancing Systems," presentation to the Environmental Performance Summit 2000, sponsored by the Performance Institute, October 2000.

"Remembering the Future: Applying Foresight Methods to Environmental Research Planning at EPA," National Academy of Public Administration, October 1999.

"Dredged-Material Management and State Coastal Management Programs," National Academy of Public Administration, May 1999.

"The Case for Performance-Based Regulation," presentation to the Science and the Congress Project, sponsored by the American Chemical Society and Resources for the Future, September 1998.

"Resolving the Paradox of Environmental Protection," with Jonathan Howes and DeWitt John, in *Issues in Science and Technology*, Vol. XIV, No. 4, Summer 1998.

"Comparative Risk Analysis: Current and Future Uses," presentation to the fifth U.S.-Dutch Symposium on Air Pollution, April 1997.

"Ensuring Worker Safety and Health Across the DOE Complex," National Academy of Public Administration, January 1997.

Introductory chapter to *Public Involvement in Comparative Risk Projects: Principles and Best Practices*, Western Center for Environmental Decision-Making, September 1996.

"Environmental Risk: Making Hard Choices," presentation to congressional staff sponsored by the Risk Education Project of the American Chemical Society and Resources for the Future, July 1996.

"New Tools for State Environmental Agencies: Improving environmental management through certification programs and enhanced monitoring technologies," National Academy of Public Administration, March 1996.

"Can States Make a Market for Environmental Goals?" paper and presentation commissioned by the National Academy of Sciences' "National Forum on Science and Technology Goals," published in *Linking Science and Technology to Society's Environmental Goals*, National Research Council, 1996.

"Comparative Risk Assessment and the States: History, Politics, and Results," paper and presentation for the Workshop on Comparative Risk convened by Resources for the Future with the Executive Office of the President's Office of Science and Technology Policy, Washington, D.C., February 1994. Published in *Comparing Environmental Risks: Tools for Setting Government Priorities*, edited by Terry Davies, Resources for the Future, 1996.

"State Comparative Risk Projects: A Tool for Setting Environmental Priorities," testimony presented to the U.S. House Subcommittee on Technology, Environment, and Aviation, February 3, 1994.

"Critical Values at Risk: Lessons from Vermont's Quality of Life Analysis," paper and presentation to the Air & Waste Management Association's annual meeting, June 1993.

"State Comparative Risk Projects," presentation to the Executive Committee of the EPA Science Advisory Board, April 22, 1993.

State Comparative Risk Projects: A Force for Change, with Ken Jones and Christopher Paterson, Northeast Center for Comparative Risk, March 1993.

"Risks, Benefits, and Municipal Government," presentation to the annual meeting of the Indiana Association of Cities and Towns, February 1993.

Environment 1991: Risks to Vermont and Vermonters, Vermont Agency of Natural Resources, October 1991.

"Comparative Risk and Market-Based Incentives for Environmental Protection," presentation to the annual meeting of the Council of Governors' Policy Advisors, September 1992.

"Comparative Risk: A Foundation for Comprehensive State Plans," presentation to Green Plans conference, Resource Renewal Institute, March 1992.

"Reducing Ecological Risk: Turning Information into Action at the State Level," paper presented to the annual meeting of the Society for Risk Analysis, Dec. 1991; and to the annual EPA National Information Conference, December 1991.

"Focus on Risk: States Use Risk to Refine Environmental Priorities," in *Maine Policy Review*, Vol. 1, No. 1, 1991.

CLEMENT N KIGUGU

EXPERIENCE

01/2019 to Now

Executive director, Overcomers Refugee Services, Concord NH

09/ 2017- 12/2018

Case Worker, Building Community of New Hampshire

11/ 2016- 09/2017

Education and Employment Specialist, Ascentria Care Alliance

03/2014/ - 11/15

Caseworker, Services of New Americans at Ascentria Care Alliance

2011 -2014

Interpreter, Kinyarwanda, Kirundi, Swahili and French
Lutheran Social Services (Language Bank),

11/2013 to 2014

Market Place Assistant for the Affordable Care Act,

2004 – 2006

NASP + Kigali, Rwanda, Supervisor, National Association to Support People with HIV

1999-2003

Gira Impuhwe Institute Rwanda, Coordinator of a non-profit organization

01/2019 to Now

Volunteer work, Senior Pastor of the overcomers Church of God

EDUCATION

- Université' Libre de Kigali, Kigali, Rwanda, 1999, degree in Management

Certificate earns

- Certificate in Financing of Micro-projects for Leaders of the association of people living with HIV/AIDS, Kigali, Rwanda, 1999
- Certificate in Living With HIV/AIDS and Disabilities, Post-Traumatic Stress Disorder. Kigali, Rwanda, 2000

- Certificate from ActionAid Rwanda and Christian Aid, training course for AIDS work trainers, Byumba, Rwanda, 2001
- Ambassadors of Hope Training Certificate, National Association for Supporting People Living with AIDS Rwanda, Isano CenteKigali, Rwanda, 2002
- Catholic Relief Services Certificate, Economic Competence in the Foundation of Entrepreneurship, Kigali, Rwanda,
- ESRI Certificate in Demographic Information Systems, Geneva, Switzerland, 2002
- AHEC, Southern NH Area Health Education Center, Certificate in Medical Interpretation Training, Manchester, NH 2009

REFERENCES

1. James Snowdens, Executive Director Second Start 17 Knight Street, Concord NH 03301
2. Priscilla Reinertsen. Retired Professor from University of New Hampshire prtsen1@comcast.ne. 603 746 6491
3. Anne Renner, retired attorney, Board Chair for Overcomers Refugee Services, annierenn@hotmail.com 617 571 7883

Clemens Haggen

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard Minard	Executive Director	\$35/hour+fringe	3 hours/week	\$ 6,143/12 months
Erik Irakiza	Case Manager	\$19/hour+fringe	12 hrs/week	\$13,338/12 months
Mohammad Mustak Arif	Case Manager	\$19/hour+fringe	12 hrs/week	\$13,338/12 months

NOTE: BCNH's employees' work is supported by contracts so the total number of hours each employee works is driven in part by the availability of contract funds. Currently, none of our employees work full time so rather than present their salary for the Refugee Social Services contract as a percent of full time, we present it as the number of hours per week they will on this project. The totals in the right hand column assume 52 weeks of work at the rates laid out in the other columns.