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Lori A. Shibleyette
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
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD/Access: 1-800-735-2964 www.dhhs.nh.gov

November 3, 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 amend existing **Sole Source** contracts with the vendors listed below for services and activities to promote the health and well-being of refugees resettled in New Hampshire, by increasing the total price limitation by \$9,375 from \$225,000 to \$234,375 and by extending the completion dates from August 14, 2023 to September 30, 2023 effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on May 6, 2020, item #15.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Ascentria Community Services, Inc.	222201	Concord, NH	\$112,500	\$4,687.50	\$117,187.50
International Institute of New England, Inc.	177551	Manchester, NH	\$112,500	\$4,687.50	\$117,187.50
Total:			\$225,000	\$9,375	\$234,375

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, 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.

05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	42200012	\$65,421	\$9,375	\$74,796
2022	102-500731	Contracts for Prog Svc	42200012	\$75,000	\$0	\$75,000
2023	102-500731	Contracts for Prog Svc	42200012	\$75,000	\$0	\$75,000
2024	102-500731	Contracts for Prog Svc	42200012	\$9,579	\$0	\$9,579
			Total	\$225,000	\$9,375	\$234,375

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The Contractors listed above are the only Contractors that possess the comprehensive client information and cultural expertise required to manage client cases and address the complex, interrelated health and social needs of each individual.

The purpose of this request is to add additional funding for State Fiscal Year 2021 and change the contract period date from August 14, 2023 to September 30, 2023 to align with the federal grant period. The Federal Grant Office of Refugee Resettlement requested the contracts align with the awarded funding and funding period.

Refugees who have resettled to New Hampshire will be served through these contracts. Approximately 500 individuals will be served over the duration of the entire contract terms.

The Contractors will ensure services include scheduling and coordinating medical and mental health appointments; accompanying clients to medical appointments; providing and facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary.

The Department will monitor contracted services using the following performance measures:

- 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
- 100% of newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
- 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
- 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
- 80% of refugees shall express an increased knowledge about health insurance requirements including how and where to enroll in health insurance.

- 80% of adults shall express increased knowledge about accessing and navigating the U.S. health care system.
- 80% of adults will know how to make and keep medical appointments.
- 80% of adults will know how to use public, Medicaid, and/or appropriate transportation to get to medical appointments.
- 80% of adults shall demonstrate increased knowledge about at least one health topic.
- 100% of clients with health needs beyond initial exam shall be scheduled for follow-up care.
- 100% of clients with mental health needs beyond initial exam shall be scheduled for follow-up care within 60 days of arrival.

As referenced in Exhibit A of the original contracts, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) month and fifteen (15) days of the three (3) years available.


Should the Governor and Executive Council not authorize this request, the Department will be out of compliance with the Office of Refugee Resettlements request to align the funding and contract period with the grant. Refugees with complex health conditions may not receive the follow-up medical care they need in a timely and culturally and linguistically appropriate manner, and refugees may not gain the knowledge and skills they need to navigate the U.S. health care system independently and to manage their health and health conditions.

Area served: Statewide

Source of Funds: Administration for Children and Families 100% CFDA# 93.576
FAIN#90RX0280.

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

**05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES
100% Federal Funds**

Ascentria Community Services, Inc.

Vendor #222201

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42200012	\$ 32,812.00	\$ 4,687.50	37,499.50
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00	\$ -	37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00	\$ -	37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,688.00	\$ -	4,688.00
Sub Total				\$ 112,500.00	\$ 4,687.50	117,187.50

International Institute of New England, Inc.

Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	42200012	\$ 32,609.00	\$ 4,687.50	37,296.50
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00	\$ -	37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00	\$ -	37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,891.00	\$ -	4,891.00
Sub Total			42200012	\$ 112,500.00	\$ 4,687.50	117,187.50

Overall Total	\$ 225,000.00	\$ 9,375.00	\$ 234,375.00
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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the New Hampshire Refugee Health Promotion Program**

This 1st Amendment to the New Hampshire Refugee Health Promotion Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ascentria Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 14 East Worcester Street Suite 300 Worcester, MA, 01604.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, (Item 15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A Section 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$117,187.50.
3. Modify Exhibit C-1, Budget Sheet by replacing in its entirety with Exhibit C-1, Budget Sheet Amendment #1, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/12/2020

Date

DocuSigned by:

Ann H. N. Landry

24B837EDBFB488

Name: Ann H. N. Landry

Title: Associate Commissioner

Ascentria Community Services, Inc.

11/6/2020

Date

DocuSigned by:

Jeffrey Kinney

24B7BA4917854E5

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations



**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**

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

OFFICE OF THE ATTORNEY GENERAL

11/12/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "Catherine Pinos".

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-1, Budget Sheet Amendment #1

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Ascendia Community Services, Inc.											
Budget Request for: New Hampshire Refugee Health Promotion Program (Phase of RFP)											
Budget Period: 8/1/20 - 8/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DEHHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 20,528	\$ -	\$ 20,528	\$ -	\$ -	\$ -	\$ 20,528	\$ -	\$ 20,528		
2. Employee Benefits	\$ 5,952	\$ -	\$ 5,952	\$ -	\$ -	\$ -	\$ 5,952	\$ -	\$ 5,952		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ 1,400	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ 1,400		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ 200	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 200		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. Travel	\$ 1,078	\$ -	\$ 1,078	\$ -	\$ -	\$ -	\$ 1,078	\$ -	\$ 1,078		
7. Occupancy	\$ 1,999	\$ -	\$ 1,999	\$ -	\$ -	\$ -	\$ 1,999	\$ -	\$ 1,999		
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 534	\$ -	\$ 534	\$ -	\$ -	\$ -	\$ 534	\$ -	\$ 534		
Postage	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ 30	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ 30		
Insurance	\$ 150	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ 150		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Self Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (interpreters)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 31,999	\$ 8,630	\$ 37,499.58	\$ -	\$ -	\$ -	\$ 31,999	\$ 8,630	\$ 37,499.58		
Indirect As A Percent of Direct 27.43%											
Salaries/wages only - federally negotiated indirect cost rate											

State of New Hampshire

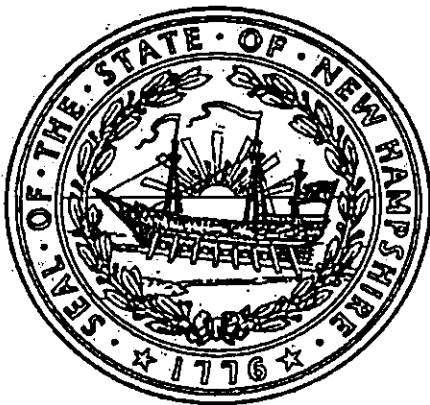
Department of State

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 "Wm 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 Ascentia 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)

Ascentia 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 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2187472	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES, PER:							MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 3,000,000	
							PRODUCTS - COMPROP AGG \$ 3,000,000	
							\$	
B	AUTOMOBILE LIABILITY			PHPK2187468	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB740355	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC6-611-262252-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

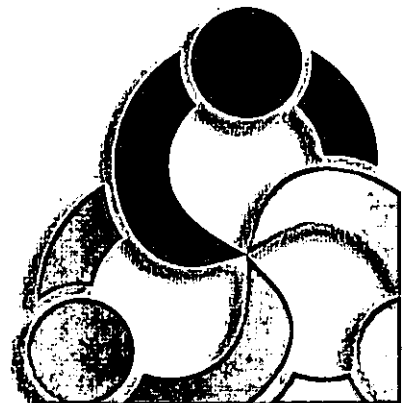
Mission statement:

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



CLAAconnect.com

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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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

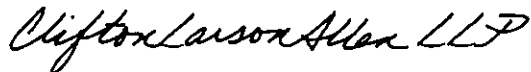
Other Information

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	<u>543</u>
Total Current Assets	<u>4,026,886</u>

ASSETS LIMITED AS TO USE

Beneficial Interest in Net Assets of Related Party	977,537
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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	<u>147,017</u>
Total	2,676,156
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>

Total Liabilities and Net Assets (Deficit)

\$ 6,000,298

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	<u>22,246</u>
Total Program Service Revenue	36,064,249

OTHER INCOME

Net Assets Released from Restriction Used for Operations	282,886
Other Income	<u>450,077</u>
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	<u>97,738</u>
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	<u>(57,346)</u>
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	-	(282,886)	(282,886)
Change in Net Assets (Deficit)	(842,195)	(216,150)	(1,058,345)
BALANCE - JUNE 30, 2019	<u>\$ (566,615)</u>	<u>\$ 1,062,379</u>	<u>\$ 495,764</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	\$ 968,707	\$ 5,735,567	\$ 2,715,258	\$ 3,953,013	\$ 4,759,294	\$ 18,131,839	\$ 227,347	\$ -	\$ 227,347	\$ 18,359,186
Employee Benefits	236,075	1,462,866	516,804	910,093	869,958	3,995,796	107,980	-	107,980	4,103,776
Occupancy Costs	146,268	655,710	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	88,896	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	-	498,841	529,482	4,625	-	4,625	534,107
Repairs and Maintenance	49,833	38,191	100,064	72,631	101,896	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	6,798	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	5,428	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	10,978	-	18,229	27,586	56,981	-	-	-	56,981
Total Before Depreciation and Amortization	3,410,897	9,376,927	5,795,507	5,141,767	7,805,149	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	<u>\$ 3,437,114</u>	<u>\$ 9,382,968</u>	<u>\$ 5,849,114</u>	<u>\$ 5,141,767</u>	<u>\$ 7,816,934</u>	<u>\$ 31,627,897</u>	<u>\$ 5,966,028</u>	<u>\$ 6,009</u>	<u>\$ 5,972,037</u>	<u>\$ 37,599,934</u>

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><u>\$ 34,677</u></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	(220,549)
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	MH2-16-518G	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: ☒ No: ☐

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
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 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	CTORI0017CRES000006	134,436	-
Refugee and Entrant Assistance State/Replacement Designee Administered Programs	93.566	CTORI0017CRES000007	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	SPRMC0018CA1003	\$ 203,163	\$ -
U.S. Refugee Admissions Program	19.510	SPRMC0018CA1003	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	18.32	2016-VT-BX-Ko29	210,111	-
Pass-Through Commonwealth of Massachusetts				
Crime Victim Assistance	16.575	VOCA2017ACSN000000000	127,252	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 5,168,680	\$ 8,274

* 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).



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)	

Vijay Bhujel

WORK EXPERIENCE

Ascentria Care Alliance

Health Case Manager

January 2016-November 2017, February 2018 to Current

Client Services

- Serve refugees during their initial period of resettlement by facilitating access to hospitals, clinics and office visits. This includes ensuring that refugees have appropriate assistance for appointments including transportation and interpretation and liaising with service providers to ensure culturally appropriate and high quality care.
- Schedule initial health screenings for refugees in accordance with contractual standards. Make any necessary pre-arrival arrangements for complex medical cases.
- Responsible for providing effective leadership to Health Case Management team and delivering quality services to the individuals served.

Partner Relations and Coordination

- Serve as primary contact for health, mental health and specialty health care providers; coordinates with agencies on services refugees' access and follows up on individual cases as needed.
- Serve as a liaison between human service agencies and social services organizations and refugees to facilitate access to services that promote the Social Determinants of Health.
- Oversee maintenance of relationships with health and social services organization contacts through frequent communication and coordination.
- Networks and develops relationships with potential providers.
- Provide and/or promote educational offerings to health and social service organizations regarding culturally and linguistically appropriate services

Community Health Worker

November 2017-February 2018

- Served as a liaison between Nashua area health and social services organizations and refugees and immigrants to facilitate access to services and improve the quality and cultural competence of service delivery.
- Oversaw maintenance of relationships with health and social services organization contacts through frequent communication and coordination.
- Networked and developed relationships with potential providers.
- Created and supported connections with government agencies, provider associations, and community members.
- Promoted educational offerings to health and social service organizations regarding culturally and linguistically appropriate services.

Bicultural Coordinator

June 2013 to January 2016

- Increased coordination and collaboration among elderly service providers, ethnic community and refugee elders.
- Assisted older Bhutanese Refugee with accessing mainstream aging services.
- Developed additional culturally and linguistically relevant activities for older refugees.

Community Bridges of NH

Direct Support Provider

February 2014 to Current

- Provide direct support to individuals with disabilities such as transportation to daily activities in the community, which includes exercising, volunteering, social activities and work.
- Promote and engage individuals with disability in activities that meet the objectives contained in his Individual Service Plan, with an emphasis on living independently.
- Responsible for administering medication of the individuals with disabilities.

- Record keeping of individual's daily activities and also responsible for reporting the monthly progress notes to the Program Manager

Wal-Mart Supercenter Concord, NH

Inventory Associate

March 2013-June 2013

- Unloading and stocking of new merchandise. Customer support and service.

Reliance English School - Morang, Nepal

Mathematics and Sciences Teacher

2007-2012

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

The Spangle High School - Kathmandu, Nepal

Mathematics and Sciences Teacher

2004-2007

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

Panchaoti English School - Jhapa, Nepal

1999-2004

Community School Teacher

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

Cultural In Charge

- Worked as Cultural In Charge in Panchaoti English School, helping students adjust to new culture trends.
- Coordinated the Bhutanese Refugee Children in the field of cultural arts.
- Worked as a curriculum developer to prepare lesson plans and work with administrators to ensure that the curriculum meets professional standards.
- Engaged students through music, visual arts, dance, languages, and theater performance to enrich them with cultural values.
- Monitored the classroom and assigned special projects that utilize creative expression as a means of cultural edification.

EDUCATION

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

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.
- 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.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vijay Bhujel	Health Case Manager	\$37,835	45.00%	\$17,026
Amy Marchildon	Director	\$70,000	5.00%	\$3,500



Lori A. Shilbette
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 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 **sole source** agreements with the vendors listed below to provide the services and activities to promote the health and well-being of refugees resettled in New Hampshire, in an amount not to exceed \$225,000, effective August 15, 2020 or upon date of Governor and Executive Council approval, whichever is later, through August 14, 2023. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Ascentria Community Services, Inc.	222201	Concord, NH	\$112,500
International Institute of New England, Inc.	177551	Manchester, NH	\$112,500
Total:			\$225,000

Funds are available in State Fiscal Year 2021 and anticipated to be available in State Fiscal Years 2022 and 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office if needed and justified.

05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	42200012	\$65,421
2022	102-500731	Contracts for Prog Svc	42200012	\$75,000
2023	102-500731	Contracts for Prog Svc	42200012	\$75,000
2024	102-500731	Contracts for Prog Svc	42200012	\$9,579
Total				\$ 225,000

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 2 of 3

EXPLANATION

This request is sole source because the vendors listed above are the only entities who possess the comprehensive client information and cultural expertise required to manage client cases and address the complex, interrelated health and social needs of each individual. Moreover, because Health Promotion services build upon and flow from the services provided under the Reception and Placement and Case Coordination grants, contracting with these entities ensures that no clients fall through the cracks, and that there is continuity of care with no gaps in services.

The purpose of this request is to provide services and activities that promote the health and wellbeing of refugees resettled in New Hampshire. Services include, but are not limited to health orientations; health education; medical and mental health case management; and health provider education. The services are provided in an effort to reduce gaps in services and to ensure refugees obtain all necessary medical and mental health services beyond the initial health screening.

Approximately 500 individuals will be served over the duration of the entire contract term.

The Contractors will ensure services include scheduling and coordinating medical and mental health appointments; accompanying clients to medical appointments; providing and facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary.

The Contractors will be providing these services to refugees; resettled asylees; and secondary migrants who have been in the United States for five years or less, with a focus on individuals who have been in the United States two (2) years or less as well as any victims of trafficking, (SIV)'s or other (ORR) designated eligible recipients arriving in the service areas:

Refugee Health Promotion services provided by the Contractors will

- (1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;
- (2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;
- (3) Increase refugee access to affordable health care over the long term; and
- (4) Assist refugees become self-sufficient and decrease the need for public assistance.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- o 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
- o 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
- o 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
- o 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
- o 80% of refugees shall express an increased knowledge about health insurance requirements including how and where to enroll in health insurance.
- o 80% Number of adults with increased knowledge about accessing and navigating US Health system

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

- o 80% Number of adults who know how to make and keep health appointments
- o 80% Number of adults who can use public, Medicaid and/or appropriate transportation to get to medical appointments
- o 80% Number of adults who demonstrate increased knowledge about at least one health topic
- o 100% Number of clients with health needs beyond initial exam scheduled for follow-up care
- o 100% Number of arrivals with mental health needs scheduled for appointment within 60 days of arrival

As referenced in Exhibit C-1, Revisions to Standard Contract Language, of these agreements, the parties have the option to extend contract services for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, refugees with complex health conditions may not receive the follow-up medical care they need in a timely, culturally and linguistically appropriate manner. The inability of refugees to access necessary health care could result in a lack of understanding and managing their health and health conditions.

Area served: Statewide.

Source of Funds: Administration for Children and Families 100% CFDA# 93.576 FAIN#

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

**05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES
100% Federal Funds**

Ascentria Community Services, Inc.

Vendor #222201

State Fiscal Year	Class / Account	Class Title	Job Number	Total Contract Amount
2021	102/500731	Contracts for Program Services	42200012	\$ 32,812.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,688.00
		Sub Total		\$ 112,500.00

International Institute of New England, Inc.

Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42200012	\$ 32,609.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,891.00
		Sub Total	42200012	\$ 112,500.00

Overall Total	\$ 225,000.00
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FORM NUMBER P-37 (version 12/11/2019)


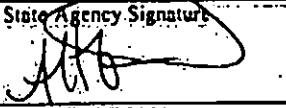
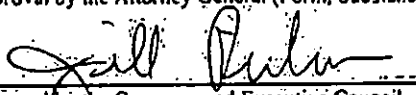
Subject: New Hampshire Refugee Health Promotion Program (SS-2021-OHE-01-REFUG-01)

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, USA	
1.5 Contractor Phone Number (774) 243-3900	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation \$112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/19/2020		1.12 Name and Title of Contractor Signatory Timothy Johnstone, Chief Operating Officer	
1.13 State Agency Signature  Date: 3/25/2020		1.14 Name and Title of State Agency Signatory Ann 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: 4/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials

Date


 2/19/2020

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 Initials:

Date

[Signature]
5/19/2020

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
New Hampshire Refugee Health Promotion Program**

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 August 15, 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 three (3) 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.

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**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management, health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.
- 1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.
- 1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.
- 1.4. The Contractor shall ensure case management services include, but are not limited to:
 - 1.4.1. Scheduling and coordinating medical and mental health appointments;
 - 1.4.2. Accompanying clients to medical appointments;
 - 1.4.3. Providing and facilitating the provision of transportation to and from the appointments;
 - 1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and
 - 1.4.5. Assisting refugees with obtaining appropriate health insurance.
- 1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.
- 1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.

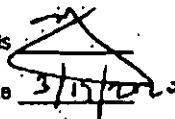
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- 1.7.3. Privacy and consent laws.
- 1.7.4. The right to language assistance in health care settings and the role of interpreters.
- 1.7.5. Transportation options for medical appointments, including but not limited to:
 - 1.7.5.1. Public transportation training; and
 - 1.7.5.2. Arranging Medicaid transportation.
- 1.7.6. Understanding types of health care providers including but not limited to:
 - 1.7.6.1. Primary care providers;
 - 1.7.6.2. Specialists; and
 - 1.7.6.3. Pharmacists.
- 1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.
- 1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments.
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescriptions and over-the-counter medication;
 - 1.7.11.2. Refills;
 - 1.7.11.3. Dosage instructions; and
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.
- 1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:
 - 1.10.1. The individual clients participating in the health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;

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- 1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:
 - 1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis;
 - 1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;
 - 1.12.3. Schedule the presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;
 - 1.12.6. Health education session topics may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process;
 - 1.12.6.2. Disabilities, including but not limited to autism;
 - 1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;
 - 1.12.6.4. Men's health;
 - 1.12.6.5. Emotional Wellness;
 - 1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;
 - 1.12.6.7. Oral health and hygiene;
 - 1.12.6.8. Vision health;
 - 1.12.6.9. Nutrition and benefits of exercise;
 - 1.12.6.10. Human Immunodeficiency Virus (HIV);
 - 1.12.6.11. Tuberculosis risk reduction;
 - 1.12.6.12. Fire safety.
 - 1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.
 - 1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.

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- 1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.
- 1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.
- 1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.
- 1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:
 - 1.17.1. Refugee health needs and culture.
 - 1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.
 - 1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.17.4. National Standards for CLAS in health and healthcare.
- 1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:
 - 1.18.1. Refugee health needs and culture.
 - 1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.
 - 1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.18.4. National Standards for CLAS in health and healthcare.
- 1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.
- 1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.


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- 1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:
 - 1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.
 - 1.21.2. Track the following:
 - 1.21.2.1. Number of referrals made;
 - 1.21.2.2. Number of training sessions and participants;
 - 1.21.2.3. Number of consultations or point of contact with providers; and
 - 1.21.2.4. Number of meetings and training sessions.
 - 1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.
 - 1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
- 1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.
- 1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.
- 1.24. The Contractor shall maintain documentation of the following:
 - 1.24.1. Overall number of refugees resettled in the reporting period.
 - 1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.
 - 1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.
 - 1.24.4. The demographics of the refugees served, including gender, age, primary language, and country fled.
 - 1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.
 - 1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

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- 1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.
- 1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.
- 1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.
- 1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.
- 1.29. The Contractor shall have the following staff:
 - 1.29.1. One (1) Administrator; and
 - 1.29.2. One (1) Health Case Manager.
- 1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

- 2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:
 - 2.1.1. Number arrivals by gender and immigration status.
 - 2.1.2. Number receiving tuberculosis screening within the following time periods:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time periods:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.3.3. Ninety (90) days or more.
 - 2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.
 - 2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.
 - 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;

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- 2.1.6.3. Emergency room;
 - 2.1.6.4. Mental health provider;
 - 2.1.6.5. Infectious disease specialist;
 - 2.1.6.6. Vision care provider;
 - 2.1.6.7. Hearing care provider;
 - 2.1.6.8. Pre-natal care provider; and
 - 2.1.6.9. Other specialists.
 - 2.1.7. Number of clients receiving services by country of origin.
 - 2.1.8. Number of clients receiving health case management services.
 - 2.1.9. Number receiving mental health case management services.
 - 2.1.10. Number clients participating in an adjustment support group.
 - 2.1.11. Number clients receiving initial health orientation and topic(s) covered.
 - 2.1.12. Number clients receiving health education and topic(s) covered.
 - 2.1.13. Number of service providers receiving training.
 - 2.1.14. Number of health case manager trainings and topic(s).
 - 2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.
 - 2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.
- 3. Performance Measures**
- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
 - 3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
 - 3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
 - 3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
 - 3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:

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- 3.1.5.1. Scheduling and coordinating medical appointments;
- 3.1.5.2. Transportation services; and
- 3.1.5.3. Interpretation services.
- 3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.
- 3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.
- 3.1.8. 80% of adults will know how to make and keep health appointments.
- 3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.
- 3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic.
- 3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.
- 3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.
- 3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.
- 3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.
- 3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:
 - 3.2.1. Number and percentage of new refugees' attending group health orientations, and the topics completed during each session;
 - 3.2.2. Number of percentage of new refugees' receiving a health home visit.
 - 3.2.3. Number of referrals to health, mental and behavioral health or other services.
- 3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.
- 3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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- 3.5. The Contractor shall track the number and percentage of refugees receiving health and mental health case management services, including:
 - 3.5.1. Refugee demographics.
- 3.6. The Contractor shall track the number of health providers in the refugee resettlement network receiving education/ training.
 - 3.6.1. The Contractor shall track the number of health providers outside the refugee resettlement network receiving education/training.
- 3.7. The Contractor shall measure the effectiveness of support services provided to refugees to increase their access to appropriate health insurance by tracking the number and percentage of refugees accessing affordable health insurance upon arrival and those educated about and referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.
- 3.8. The Contractor shall work collaboratively with the Department and other key stakeholders to adapt any performance targets if necessary.
- 3.9. The Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.
- 3.10. 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.
- 3.11. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 3.12. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
4. **Additional Terms**
 - 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 4.1.1. 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.
 - 4.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 4.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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4.3. Credits and Copyright Ownership

- 4.3.1. 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."
- 4.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

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4.5. Eligibility Determinations

- 4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. 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.
 - 5.1.2. All records must 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.
 - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

- 5.2. During the term of this Contract and the period for retention hereunder, the

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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.

6. Termination Report/Transition Plan

- 6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

- 7.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.
- 7.2. 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

SS-2021-OHE-01-REFUG-01

Ascentria Community Services, Inc.

Page 12 of 13

Contractor Initials

Date

[Signature]
[Date]

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT B**



and is incorporated by reference herein.

- 7.3. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

Handwritten signature and date. The signature is written in black ink and appears to be "S. H. 2020". The date is written as "3/18/2020".

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT C**



Payment Terms

1. This Agreement is funded with federal funds.
2. 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-4, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) 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.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to laura.mcglashan@dhhs.nh.gov, or invoices may be mailed to:

Laura McGlashan, NH State Refugee Health Coordinator
Department of Health and Human Services
Office of Health Equity
97 Pleasant Street, Thayer Building
Concord, NH 03301
(603)-271-2688
5. The State 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.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. 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.
9. 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.

Ascentria Community Services, Inc.

Exhibit C

Contractor Initials

SS-2021-OHE-01-REFUG-01

Page 1 of 2

Date

Rev. 01/08/19


Date 5/17/21

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT C**



10. Notwithstanding Paragraph 18 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.
11. Audits
 - 11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 11.1.1. 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.
 - 11.1.2. 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.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. 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.
 - 11.3. 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.
 - 11.4. 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.

Ascentria Community Services, Inc.

Exhibit C

Contractor Initials

SS-2021-OHE-01-REFUG-01

Page 2 of 2

Date

Rev. 01/08/19

Handwritten signature and date: 5/1/2020

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services											
Bids/Program Name: Anasota Community Services, Inc.											
Budget Request for: R099											
Budget Period: 01/01/20 - 12/31/21											
Line Item	Category	Subcategory	Unit	Quantity	Unit Price	Total Price	Fund	Source	Amount	Amount	Amount
1. Personnel											
1.1. Salaries											
1.2. Benefits											
1.3. Overtime											
1.4. Travel											
1.5. Per Diem											
1.6. Other Personnel											
2. Materials											
2.1. Office Supplies											
2.2. Printing											
2.3. Postage											
2.4. Telephone											
2.5. Internet											
2.6. Other Materials											
3. Services											
3.1. Professional											
3.2. Consulting											
3.3. Other Services											
4. Equipment											
4.1. Furniture											
4.2. Electronics											
4.3. Other Equipment											
5. Construction											
5.1. Building											
5.2. Other Construction											
6. Other											
6.1. Other											
TOTAL											

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder/Program Name: Assante Community Services, Inc.											
Budget Request for: RFP											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Category	Subcategory	Unit	Quantity	Unit Price	Total	Direct	Indirect	Subtotal	Direct	Indirect
1. Total Salary/Wages						20,128	20,128		20,128		
2. Business Expenses						1,051			1,051		
3. Equipment						100			100		
4. Rental											
5. Repair and Maintenance											
6. Office Supplies						200			200		
7. Travel						1,071			1,071		
8. Occupancy						1,071			1,071		
9. Current Expenses						400			400		
10. Insurance						37			37		
11. Subscriptions						35			35		
12. Audit and Legal						140			140		
13. Board Expenses											
14. Software											
15. Insurance/Community Events											
16. Staff Education and Training											
17. Subcontractor/Services											
18. Other (Specify)											
TOTAL						23,024	23,024		23,024		
Indirect As A Percent of Direct						30.12%					


Contractor Initials: 
Date: 3/16/2022

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services											
Bibb/Program Name: Ascendis Community Services, Inc.											
Budget Request for: RFP											
Budget Period: 7/1/22 - 6/30/23											
Line Item	Activity	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit
1	Personnel	20,121		20,121		20,121		20,121		20,121	
2	Contractor	1,871		1,871		1,871		1,871		1,871	
3	Materials	100		100		100		100		100	
4	Equipment	100		100		100		100		100	
5	Travel	1,871		1,871		1,871		1,871		1,871	
6	Supplies	1,871		1,871		1,871		1,871		1,871	
7	Telephone	1,871		1,871		1,871		1,871		1,871	
8	Postage	1,871		1,871		1,871		1,871		1,871	
9	Printing	1,871		1,871		1,871		1,871		1,871	
10	Computer	1,871		1,871		1,871		1,871		1,871	
11	Internet	1,871		1,871		1,871		1,871		1,871	
12	Software	1,871		1,871		1,871		1,871		1,871	
13	Other	1,871		1,871		1,871		1,871		1,871	
14	Subtotal	20,121		20,121		20,121		20,121		20,121	
15	Grand Total	20,121		20,121		20,121		20,121		20,121	


Contractor Initials: 
Date: 2/15/2022

Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services											
Budget Request for: ROPF											
Budget Period: FY2021 - 01/01/21											
Line Item	Category	Subcategory	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
1	Personnel	Salaries	2,250	2,250							
2	Personnel	Benefits	744	744							
3	Personnel	Commissary									
4	Personnel	Equipment	15	15							
5	Personnel	Travel									
6	Personnel	Travel and Maintenance									
7	Personnel	Travel and Maintenance									
8	Personnel	Travel and Maintenance									
9	Personnel	Travel and Maintenance									
10	Personnel	Travel and Maintenance									
11	Personnel	Travel and Maintenance									
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94	Personnel	Travel and Maintenance									
95	Personnel	Travel and Maintenance									
96	Personnel	Travel and Maintenance									
97	Personnel	Travel and Maintenance									
98	Personnel	Travel and Maintenance									
99	Personnel	Travel and Maintenance									
100	Personnel	Travel and Maintenance									
TOTAL			3,000	3,000							

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:

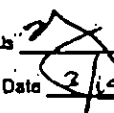
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**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


Date 3/15/2020

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: Ascentria Community Services, Inc.

3/19/2020
Date

[Signature]
Name: Timothy Johnstone
Title: Chief Operating Officer

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Ascendia Community Services, Inc.

3/19/2020
Date

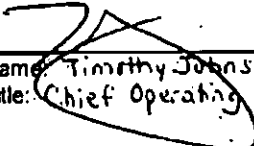

Name: Timothy Johnstone
Title: Chief Operating Officer


Exhibit E - Certification Regarding Lobbying

Vendor Initials

CURDES/110713

Page 1 of 1

Date


3/19/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

The Vendor 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 (1)(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.

Vendor Name: Ascentria Community Services, Inc

3/19/2020
Date

Name: Timothy Johnstone
Title: Chief Operating Officer

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 Vendor 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:

Vendor 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

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

Vendor Initials

6/27/14
Rev. 10/21/14

Page 1 of 2

Date

3/14/20

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Ascentria Community Services, Inc.

3/14/2020
Date

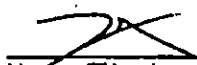

Name: Timothy Johnstone
Title: Chief Operating Officer

Exhibit G

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

Vendor Initials

6/27/14
Rev. 10/21/14

Page 2 of 2

Date

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

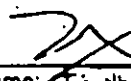
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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 Vendor 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 Vendor 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.

Vendor Name: Ascentria Community Services, Inc.

3/11/2020
Date


Name: Timothy Johnstone
Title: Chief Operating Officer

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

Date

[Handwritten Signature]
3/14/2014

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.

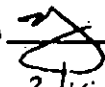
(2) Business Associate Use and Disclosure of Protected Health Information.

- 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

3/2014

Contractor Initials

Date


3/19/20

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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

Date

[Signature]
3/15/2014

New Hampshire Department of Health and Human Services



Exhibit I

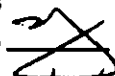
pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- 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

3/2014

Contractor Initials

Date


3/15/2014

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.

3/2014

Contractor Initials

Date

[Handwritten Signature]
Date *3/15/2014*

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

[Signature]

Signature of Authorized Representative

Ann Landry

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

3/25/2020

Date

Ascentria Community Services, Inc.

Name of the Contractor

[Signature]

Signature of Authorized Representative

Timothy Johnstone

Name of Authorized Representative

Chief Operating Officer

Title of Authorized Representative

3/19/2020

Date

3/2014

Contractor Initials

Date

[Signature]
3/19/2020

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.

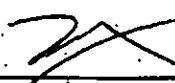
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Ascentria Community Services, Inc.

3/19/2020
Date


Name: Timothy Johnson
Title: Chief Operating Officer

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.

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

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

3/15/2020

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

[Signature]
3/15/2020

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

3/15/2020

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.).

[Handwritten signature]
3/25/2020

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

2
3/19/2020

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.

[Handwritten Signature]
[Handwritten Date: 2/1/20]

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

[Signature]
3/19/2020

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

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the New Hampshire Refugee Health Promotion Program**

This 1st Amendment to the New Hampshire Refugee Health Promotion Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and International Institute of New England, Inc. (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Boylston Street 3rd Floor Boston, MA, 02116.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 6, 2020, (Item 15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A Section 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$117,187.50.
3. Modify Exhibit C-1, Budget Sheet by replacing in its entirety with Exhibit C-1, Budget Sheet Amendment #1, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/19/2020

Date

DocuSigned by:

Ann H. N. Landry

24B837E0BEB488

Name: Ann H. N. Landry

Title: Associate Commissioner

International Institute of New England, Inc.

11/9/2020

Date

DocuSigned by:

Jeffrey Thielman

57A1EF1CF7AE459...

Name: Jeffrey Thielman

Title: President & CEO

**New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program**



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

OFFICE OF THE ATTORNEY GENERAL

11/25/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos".

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-1, Budget Sheet, Amendment #1

New Hampshire Department of Health and Human Services											
Bidder/Program Name: International Institute of New England											
Budget Request for: New Hampshire Refugee Health Promotion Program											
Budget Period: 8/15/20 - 8/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share				
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		
1. Total Salary/Wages	\$ 22,430.85	\$ -	\$ 22,430.85	\$ -	\$ -	\$ -	\$ 22,430.85	\$ -	\$ -	\$ 22,430.85	
2. Employee Benefits	\$ 5,150.09	\$ -	\$ 5,150.09	\$ -	\$ -	\$ -	\$ 5,150.09	\$ -	\$ -	\$ 5,150.09	
3. Consultants	\$ 2,500.02	\$ -	\$ 2,500.02	\$ -	\$ -	\$ -	\$ 2,500.02	\$ -	\$ -	\$ 2,500.02	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 307.76	\$ -	\$ 307.76	\$ -	\$ -	\$ -	\$ 307.76	\$ -	\$ -	\$ 307.76	
6. Travel	\$ 190.57	\$ -	\$ 190.57	\$ -	\$ -	\$ -	\$ 190.57	\$ -	\$ -	\$ 190.57	
7. Occupancy	\$ 1,092.60	\$ -	\$ 1,092.60	\$ -	\$ -	\$ -	\$ 1,092.60	\$ -	\$ -	\$ 1,092.60	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 852.18	\$ -	\$ 852.18	\$ -	\$ -	\$ -	\$ 852.18	\$ -	\$ -	\$ 852.18	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Indirect As A Percent of Direct	\$ -	\$ 4,801.35	\$ 4,801.35	\$ -	\$ -	\$ -	\$ -	\$ 4,801.35	\$ 4,801.35	\$ 4,801.35	
TOTAL	\$ 32,486.15	\$ 4,801.35	\$ 37,287.50	\$ -	\$ -	\$ -	\$ 32,486.15	\$ 4,801.35	\$ 37,287.50	\$ 37,287.50	
Indirect As A Percent of Direct	18.00%										

State of New Hampshire

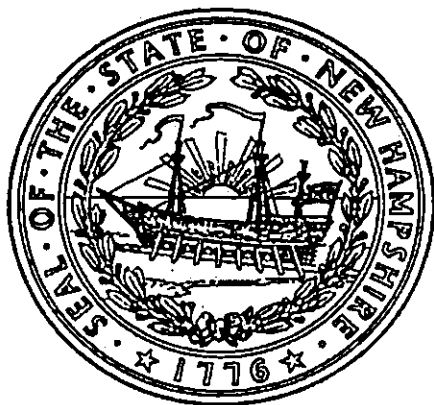
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. 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: 739194

Certificate Number: 0005001024



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September 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, Deborah Shufirin, 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 the International Institute of New England
(Corporation/LLC Name)

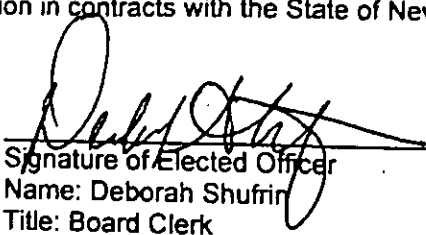
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 1, 2015, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Thielman, Chief Executive Officer and President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the International Institute of New England 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: 11/6/20


Signature of Elected Officer
Name: Deborah Shufirin
Title: Board Clerk



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
09/18/2020

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, Ho, Ext): 1-877-945-7378 FAX (A/C, Ho): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED International Institute of New England, Inc. 2 Boylston Street, Ste. 3 Boston, MA 02116	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W17894194

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	ADOC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2120407	05/05/2020	05/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
	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) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB718375	05/05/2020	05/05/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

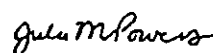
This Void and Replaces Previously Issued Certificate Dated 09/01/2020 WITH ID: W17630444.

Named Insured includes International Institute of New Hampshire, Inc. and International Institute of Lowell, Inc.

NH Department of Health & Human Services 129 Pleasant Street, Brown Building Concord, NH 03301 are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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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INTEINS-05

PCONCON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2020

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.

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PRODUCER License # 1780882
HUB International New England
800 Longwater Drive
Norwell, MA 02061-9148

CONTACT

PHONE (AC, No, Ext): (781) 792-3200

FAX (AC, No): (781) 792-3400

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America 25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

International Institute Of New England, Inc.
2 Boylston Street, 3rd floor
Boston, MA 02116

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6JUB9975L65420	10/1/2020	10/1/2021	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Workers Compensation policy.

CERTIFICATE HOLDER

CANCELLATION

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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



Mission Statement

The mission of the International Institute of New England is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement, and pathways to citizenship.



International
Institute of
New England

100
YEARS of WELCOMING
NEW AMERICANS

FINANCIAL STATEMENTS
SEPTEMBER 30, 2019 AND 2018

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2019 and 2018

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50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation), which comprise the statements of financial position as of September 30, 2019 and 2018, and the related statements of activities and changes in net assets, cash flows and functional expenses for the years 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the 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 International Institute of New England, Inc. as of September 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

AAFCPAs, Inc.

Wellesley, Massachusetts
February 11, 2020

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Statements of Financial Position
September 30, 2019 and 2018**

Assets	2019	2018
Current Assets:		
Cash	\$ 303,109	\$ 432,887
Short-term investments	600,000	800,000
Contracts, contributions and other receivables	940,079	713,203
Prepaid expenses and other	75,131	113,891
Fund held for others	-	47,000
Total current assets	1,918,319	2,106,981
Investments	6,389,743	6,595,749
Property and Equipment, net	1,728,194	1,895,424
Security Deposits	100,434	100,434
Total assets	\$ 10,136,690	\$ 10,698,588
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 66,190	\$ 43,929
Accrued expenses	372,088	326,886
Current portion of lease incentive	110,782	110,782
Deferred revenue	84,864	60,803
Fund held for others	-	47,000
Total current liabilities	633,924	589,400
Deferred Rent and Lease Incentive, net of current portion	857,417	951,257
Total liabilities	1,491,341	1,540,657
Net Assets:		
Without donor restrictions:		
Operating	7,535,501	8,016,351
Property and equipment	971,188	1,027,634
Total without donor restrictions	8,506,689	9,043,985
With donor restrictions	138,660	113,946
Total net assets	8,645,349	9,157,931
Total liabilities and net assets	\$ 10,136,690	\$ 10,698,588

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2019 and 2018

	2019			2018		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Contract services	\$ 3,694,803	\$ -	\$ 3,694,803	\$ 3,067,101	\$ -	\$ 3,067,101
Grants and contributions	1,779,756	392,684	2,172,440	1,436,205	332,054	1,768,259
Donated goods and services	1,062,113	-	1,062,113	788,778	-	788,778
Program service fees	356,907	-	356,907	161,481	-	161,481
Interest, dividends and other	166,086	-	166,086	188,388	-	188,388
United Way allocation	60,000	-	60,000	92,171	-	92,171
Net assets released from program restrictions	367,970	(367,970)	-	302,059	(302,059)	-
Total revenues	7,487,635	24,714	7,512,349	6,036,183	29,995	6,066,178
Expenses:						
Program services	5,777,290	-	5,777,290	4,664,245	-	4,664,245
General and administrative	1,351,264	-	1,351,264	1,407,189	-	1,407,189
Fundraising	1,079,977	-	1,079,977	764,120	-	764,120
Total expenses	8,208,531	-	8,208,531	6,835,554	-	6,835,554
Changes in net assets from operations	(720,896)	24,714	(696,182)	(799,371)	29,995	(769,376)
Net Investment Gain	192,629	-	192,629	269,136	-	269,136
Loss on Disposal of Property and Equipment	(9,029)	-	(9,029)	-	-	-
Changes in net assets	(537,296)	24,714	(512,582)	(530,235)	29,995	(500,240)
Net Assets:						
Beginning of year	9,043,985	113,946	9,157,931	9,574,220	83,951	9,658,171
End of year	\$ 8,506,689	\$ 138,660	\$ 8,645,349	\$ 9,043,985	\$ 113,946	\$ 9,157,931

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Statements of Cash Flows****For the Years Ended September 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ (512,582)	\$ (500,240)
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net investment gain	(192,629)	(269,136)
Loss on disposal of property and equipment	9,029	-
Depreciation	282,936	255,324
Amortization of lease incentive	(110,784)	(110,784)
Changes in operating assets and liabilities:		
Contracts, contributions and other receivables	(226,876)	163,904
Prepaid expenses and other	38,760	(88,299)
Security deposits	-	(3,692)
Accounts payable	22,261	15,471
Accrued expenses	45,202	18,441
Deferred revenue	24,061	27,307
Deferred rent	16,944	29,194
Net cash used in operating activities	<u>(603,678)</u>	<u>(462,510)</u>
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	775,050	774,950
Acquisition of property and equipment	(124,735)	(254,846)
Investment purchases	<u>(176,415)</u>	<u>(181,415)</u>
Net cash provided by investing activities	<u>473,900</u>	<u>338,689</u>
Net Change in Cash	(129,778)	(123,821)
Cash:		
Beginning of year	<u>432,887</u>	<u>556,708</u>
End of year	<u><u>\$ 303,109</u></u>	<u><u>\$ 432,887</u></u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Statement of Functional Expenses****For the Year Ended September 30, 2019****(With Summarized Comparative Totals for the Year Ended September 30, 2018)**

	2019				2018
	Program Services	General and Adminis- trative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 2,492,807	\$ 736,209	\$ 515,678	\$ 3,744,694	\$ 3,234,291
Donated services	913,115	-	-	913,115	663,746
Payroll taxes and fringe benefits	470,743	144,123	98,256	713,122	561,924
Purchased and contracted services	120,332	122,337	16,383	259,052	263,813
Staff training	3,567	4,595	5,149	13,311	7,059
Recruitment	1,566	2,314	-	3,880	11,032
Total personnel and related	4,002,130	1,009,578	635,466	5,647,174	4,741,865
Occupancy:					
Rent and utilities	417,070	50,445	54,643	522,158	517,951
Depreciation	151,394	34,316	16,148	201,858	190,088
Equipment rental	16,393	968	780	18,141	13,995
Repairs and maintenance	9,561	6,899	-	16,460	2,256
Total occupancy	594,418	92,628	71,571	758,617	724,290
Other:					
Client assistance	717,364	-	-	717,364	493,744
Special events	-	-	295,880	295,880	161,215
Donated goods	148,998	-	-	148,998	125,032
Professional fees	-	98,348	-	98,348	137,752
Depreciation	63,141	9,340	8,597	81,078	65,236
Supplies and materials	68,263	9,168	2,418	79,849	70,169
Travel, meetings and conferences	41,013	22,603	12,626	76,242	76,958
Service charges	7,305	51,894	14,813	74,012	55,732
Telephone	64,461	3,366	4,612	72,439	63,547
Insurance	17,079	35,686	-	52,765	52,866
Dues and subscriptions	9,780	14,555	11,687	36,022	21,732
Printing	8,587	117	15,067	23,771	18,772
Advertising	16,049	-	1,041	17,090	7,281
Postage	4,872	1,841	6,199	12,912	8,643
Storage	9,661	334	-	9,995	10,297
Miscellaneous	4,169	1,806	-	5,975	423
Total other	1,180,742	249,058	372,940	1,802,740	1,369,399
Total expenses	\$ 5,777,290	\$ 1,351,264	\$ 1,079,977	\$ 8,208,531	\$ 6,835,554

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Statement of Functional Expenses
For the Year Ended September 30, 2018**

	Program Services	General and Adminis- trative	Fundraising	Total
Personnel and Related:				
Salaries	\$ 2,102,635	\$ 788,954	\$ 342,702	\$ 3,234,291
Donated services	663,746	-	-	663,746
Payroll taxes and fringe benefits	362,396	141,272	58,256	561,924
Purchased and contracted services	88,022	103,633	72,158	263,813
Staff training	3,345	1,335	2,379	7,059
Recruitment	6,433	4,599	-	11,032
Total personnel and related	3,226,577	1,039,793	475,495	4,741,865
Occupancy:				
Rent and utilities	412,452	61,743	43,756	517,951
Depreciation	142,567	32,315	15,206	190,088
Equipment rental	11,602	1,561	832	13,995
Repairs and maintenance	143	2,113	-	2,256
Total occupancy	566,764	97,732	59,794	724,290
Other:				
Client assistance	493,744	-	-	493,744
Special events	-	-	161,215	161,215
Donated goods	125,032	-	-	125,032
Professional fees	-	137,752	-	137,752
Depreciation	45,587	9,444	10,205	65,236
Supplies and materials	40,413	27,232	2,524	70,169
Travel, meetings and conferences	51,564	18,446	6,948	76,958
Service charges	12,220	31,301	12,211	55,732
Telephone	56,080	4,177	3,290	63,547
Insurance	17,753	35,113	-	52,866
Dues and subscriptions	5,394	4,262	12,076	21,732
Printing	2,964	100	15,708	18,772
Advertising	5,556	-	1,725	7,281
Postage	4,300	1,414	2,929	8,643
Storage	10,297	-	-	10,297
Miscellaneous	-	423	-	423
Total other	870,904	269,664	228,831	1,369,399
Total expenses	\$ 4,664,245	\$ 1,407,189	\$ 764,120	\$ 6,835,554

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2019 and 2018

1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2019 and 2018, there were approximately 2,500 and 1,800 unduplicated people, respectively, from approximately 100 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

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

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute prepares its financial statements in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Adoption of New Accounting Standard

During fiscal year 2019, the Institute adopted FASB's Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. This ASU modified the current guidance over several criteria, of which the following affected the Institute's financial statements:

- Net assets are segregated into two categories, "with donor restrictions" and "without donor restrictions", as opposed to the previous requirement of three classes of net assets (see page 11).
- Qualitative and quantitative information relating to management of liquidity and the availability of financial assets to cover short-term cash needs within one year from the statement of financial position date (see Note 10).
- A more detailed explanation of the methods used to allocate costs among program and supporting services (see page 9).

The adoption of this ASU did not impact the Institute's net asset classes, results of operations, or cash flows for the year ended September 30, 2018. This ASU has been applied retrospectively to all periods presented. In accordance with the ASU, the Institute has elected to omit disclosures about liquidity and availability of resources for fiscal year 2018.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating activity includes net investment gains and a loss on disposal of property and equipment.

Estimates

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Notes to Financial Statements
September 30, 2019 and 2018****2. SIGNIFICANT ACCOUNTING POLICIES (Continued)****Property and Equipment and Depreciation**

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

	<u>Estimated Useful Life</u>	<u>2019</u>	<u>2018</u>
Leasehold improvements	Lesser of life of lease or 10 years	\$ 1,928,778	\$ 1,891,175
Furniture and equipment	3 - 10 years	589,571	525,374
Vehicles	5 years	23,064	23,064
		<u>2,541,413</u>	<u>2,439,613</u>
Less - accumulated depreciation		<u>813,219</u>	<u>544,189</u>
Net property and equipment		<u>\$ 1,728,194</u>	<u>\$ 1,895,424</u>

Depreciation expense was \$282,936 and \$255,324 for the years ended September 30, 2019 and 2018, respectively.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. No allowance for doubtful accounts was deemed necessary as of September 30, 2019 or 2018.

Cash

For the purpose of the statements of cash flows, cash does not include cash held in the investment portfolio.

Fair Value Measurements

The Institute follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Institute would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Institute uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Institute. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2019 and 2018

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

The three-tier hierarchy of inputs is as follows:

Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.

Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3 - Inputs that are unobservable and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2019 and 2018, the Institute had no plans to sell this investment.

Revenue Recognition

Grants and contributions without donor restrictions are recognized as revenue without donor restrictions upon receipt or when unconditionally pledged. Contract service revenue and program service fee revenue are recognized when services are performed and costs are incurred.

Donor restricted grants and contributions are recorded as revenue with donor restrictions when received or unconditionally pledged. When a donor restriction is met (i.e., when a purpose restriction is met or a time restriction ends), net assets with donor restrictions are transferred to net assets without donor restrictions as net assets released from restrictions.

All other revenue is recognized as earned.

Expense Allocations

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

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are personnel and related, which are allocated on the basis of estimates of time and effort; occupancy and depreciation, which are allocated on a square footage basis; and other operating expenses, which are allocated based on management's estimate of usage.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2019 and 2018

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**Advertising Costs**

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising on the accompanying statements of functional expenses. Advertising expense was \$17,090 and \$7,281 for the years ended June 30, 2019 and 2018, respectively.

Donated Goods and Services

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

	<u>2019</u>	<u>2018</u>
Donated services	\$ 913,115	\$ 663,746
Donated goods	<u>148,998</u>	<u>125,032</u>
	<u>\$ 1,062,113</u>	<u>\$ 788,778</u>

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

Subsequent Events

Subsequent events have been evaluated through February 11, 2020, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Deferred Revenue

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

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2019 or 2018.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2019 and 2018

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**Net Assets*****Net Assets Without Donor Restrictions:***

Net assets without donor restrictions are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its net assets without donor restrictions into the following categories:

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

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

Net Assets With Donor Restrictions:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse. Net assets with donor restrictions as of September 30, 2019 and 2018, are purpose restricted.

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made \$74,120 and \$43,365 of matching contributions to the plan during the years ended September 30, 2019 and 2018, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 2) in the accompanying statements of financial position, are as follows:

<u>2019</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 45,216	\$ -	\$ -	\$ 45,216
Mutual funds:				
Equities	4,431,162	-	-	4,431,162
Fixed income	<u>1,244,737</u>	<u>-</u>	<u>-</u>	<u>1,244,737</u>
	<u>\$ 5,721,115</u>	<u>\$ -</u>	<u>\$ -</u>	5,721,115
Limited liability partnership (see page 12)				<u>1,268,628</u>
Total investments				<u>\$ 6,989,743</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Notes to Financial Statements
September 30, 2019 and 2018****4. INVESTMENTS (Continued)**

<u>2018</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 435,546	\$ -	\$ -	\$ 435,546
Mutual funds:				
Equities	4,307,488	-	-	4,307,488
Fixed income	1,464,108	-	-	1,464,108
	<u>\$ 6,207,142</u>	<u>\$ -</u>	<u>\$ -</u>	<u>6,207,142</u>
Limited liability partnership (see below)				<u>1,188,607</u>
Total investments				<u>\$ 7,395,749</u>

In accordance with Accounting Standards Update (ASU) 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the above tables are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position (see Note 2).

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2019 and 2018, \$600,000 and \$800,000, respectively, were reported as current investments as management's intent is to use these funds for operations in the subsequent year.

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

The Institute maintains its cash balances with a couple banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Institute has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Institute has not experienced any losses in such accounts. Management believes the Institute is not exposed to any significant credit risk on its operating cash balance.

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or contracts, contributions and other receivables as of and for the years ended September 30, 2019 and 2018, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Contracts, Contributions and Other Receivables %</u>	
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>
Commonwealth of Massachusetts	17%	18%	19%	21%
U.S. Committee for Refugees and Immigrants	16%	16%	18%	6%
State of New Hampshire	7%	10%	6%	7%
Private Donor	- %	2%	- %	14%

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.**Notes to Financial Statements
September 30, 2019 and 2018**

6. FUNDING

The Institute received approximately \$2,640,000 and \$2,288,000 of its funding from government agencies for the years ended September 30, 2019 and 2018, respectively, all of which are subject to audit by the specific government agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2019 and 2018, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2019 and 2018 were approximately \$41,000 and \$40,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three month rent free period. At September 30, 2019 and 2018, deferred rent was \$211,193 and \$194,249, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also included a tenant improvement allowance of \$1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was \$110,784 during each of the years ended September 30, 2019 and 2018, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through January 2025. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

Facility rent expense under all leases was approximately \$500,000 and \$494,000 for the years ended September 30, 2019 and 2018, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments through June 2022.

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

2020	\$ 622,396
2021	\$ 617,014
2022	\$ 587,850
2023	\$ 557,880
2024	\$ 553,247

8. RELATED PARTY TRANSACTIONS

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

The Institute's Chief Financial Officer is also the Institute's Treasurer.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2019 and 2018

9. FUNDS HELD FOR OTHERS

Funds held for others represent amounts held by the Institute on behalf of another agency. This arrangement ended during fiscal year 2019.

10. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Institute's financial assets available within one year from the statement of financial position date for general operating expenses are as follows:

Financial assets:	
Cash	\$ 303,109
Short-term investments	600,000
Contracts, contributions and other receivables	<u>940,079</u>
	1,843,188
Less - purpose restricted cash and grants receivable	<u>138,660</u>
Total financial assets and liquidity resources available within one year	<u>\$ 1,704,528</u>

The Institute is substantially supported by grants and contributions without donor restrictions and contract service revenue. As part of the Institute's liquidity management, the Institute has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

11. RECLASSIFICATIONS

Certain amounts in the fiscal year 2018 financial statements have been reclassified to conform with the fiscal year 2019 presentation.



International
Institute of
New England

List of Board of Directors

Board of Directors

Zoltan Csimma, Chair

Christina Bai

Tara Chynoweth

Ginger Gregory

Avak Kahvejian, Ph.D.

Daniel Arrigg Koh

William Krause

Shari Loessberg

Bopha Malone

Theo Melas-Kyriazi

Frederic Millham, M.D.

Deborah Shufrin

Ourania Tatsis, Ph.D

Jeffrey Thielman, President and CEO

Rita McDonough, CFO, Treasurer

MEGAN CLARK

EDUCATION

Master of Applied Science, Johns Hopkins Bloomberg School of Public Health Expected May 2021
Humanitarian Health

Bachelor of Science, University of New Hampshire May 2017
Major: Social Work; Minors: Psychology, Justice Studies

WORK EXPERIENCE

International Institute of New England, Manchester NH June 2020 – Present
Community Services Manager

- Recruit and supervise staff, interns, and volunteers on community services team
- Offer immediate support to vulnerable refugee and immigrant families experiencing crisis
- Maintain strong partnerships with grantors, community organizations, and local government
- Ensure compliance with program contracts and complete reports for funders
- Manage all community services programming and supervise client-related expenditures

International Institute of New England, Manchester NH October 2017 – June 2020
Case Specialist, Preferred Communities

- Provided vulnerable refugee and immigrant families with comprehensive case management services to promote self-sufficiency and successful integration into their communities
- Conducted regular home visits with clients facing significant barriers to self-sufficiency
- Assessed clients experiencing mental health crisis and facilitated referrals as needed
- Outreached to community partner agencies to provide education about resettlement
- Developed therapeutic and educational group programming for vulnerable refugee women in collaboration with local healthcare providers and domestic violence crisis centers

International Institute of New England, Manchester NH June 2017 – October 2017
Case Specialist, Employment Services

- Conducted intakes with newly arrived refugee clients to discuss career goals, identify appropriate opportunities, and create individualized employment plans
- Assisted clients in achieving employment goals through resume creation, application assistance, interview preparation, job skills training, and post-employment support
- Built and maintained strong working relationships with employers and community partners

The Chase Home for Children, Portsmouth NH August 2016 – October 2017
Residential Counselor

- Provided direct supervision and support to adolescents living in the residential facility
- Enforced program expectations to maintain a safe, nurturing environment
- Developed therapeutic, educational, social, and employment-based programming for residents
- Provided individual counsel to residents facing difficult or crisis situations

UNH Office of Institutional Research and Assessment, Durham NH September 2013 – July 2016
Lead Institutional Research Assistant

- Trained, scheduled, and supervised the team of three to five student employees each semester
- Collaborated with supervisors on data visualization projects using MS Office and Tableau
- Analyzed trends and created data visualizations using sensitive university data

LEADERSHIP EXPERIENCE

University of New Hampshire, Social Work Department September 2018 – Present
Advisory Council Member & Guest Lecturer

EMILY FILIANO

• Master of Social Work •

PROFESSIONAL SUMMARY

- Bilingual (Spanish/English) nonprofit professional with strengths in program development, management and evaluation; innovative social policy; and community organizing
- Experienced in observing, redesigning, and improving human interaction with systems
- Dedicated to creating sustainable systems change to better promote the dignity of people and communities
- Passionate about social and racial justice

EDUCATION

2016-2019 • **Boston College School of Social Work** (Chestnut Hill, MA)

Master of Social Work (MSW)

Macro Practice, Children, Youth & Families

Certificate in Policy & Community Organizing, 2019

Latinx Leadership Initiative

- Bilingual program to develop social work leaders equipped to work with the Latinx community on sustainable solutions to complex problems.

GPA: 3.71

2008-2012 • **Fairfield University** (Fairfield, CT)

Bachelor of Arts, International Studies

Honors Program

Minor in Latin American & Caribbean Studies

Minor in Spanish

GPA: 3.75

EXPERIENCE

11/2020- **International Institute of New England (Manchester, NH)**

present **Family Services Specialist**

- Promote the health and wellbeing of new and vulnerable refugees and increase access to health systems over the long term.
- Assist refugee students maximize academic functioning and improve family's overall wellbeing. Serve as a bridge between school districts and refugee and immigrant families.
- Work with Community Services Manager to assess refugee families' needs and develop new programming.
- Provide comprehensive case management services to clients including case planning, home visits, program enrollment, advocacy, accompaniment and referrals to relevant health, social, housing, educational, and employment-related services.

3/2016- **Dartmouth-Hitchcock Medical Center (Lebanon, NH)**

6/2020 **Patient Navigator & Medical Interpreter, Independent Contract**

- Worked with supervisor to research, design, develop, and implement innovative dual Interpreter/Patient Navigator role to improve health equity, patient safety, and system access among Latinx patients, and increase patient and provider satisfaction
- Provided medical interpretation, cultural advocacy, in medical and associated encounters
- Assisted patients in navigating the healthcare system through case management, advocacy, coordination, and facilitation
- Presented on panel at Pediatric Compassionate Care Rounds regarding importance of culturally and linguistically specific medical care in critical cases

- 4/2020- **Early Childhood Program, Hartford School District (White River Junction, VT)**
7/2020 **Community Interpreter, Independent Contract**
- Provided virtual community interpretation. Assisted family with advocacy and coordination of culturally and linguistically appropriate school-based services
- 7/2018- **Children's Integrated Services, Child Development Division (Waterbury, VT)**
5/2019 **Medical/Community Interpreter**
- Provided in-home interpretation. Assisted family with advocacy and coordination of culturally and linguistically appropriate school-based services
- 6/2018- **Southern Jamaica Plain Health Center, Brigham and Women's Hospital (Boston, MA)**
9/2019 **Macro Social Work Intern**
- Independently coordinated evaluation, redesign, and implementation of ACO-mandated Social Determinants of Health (SDoH) program to improve workflow functionality, program sustainability, and employee satisfaction
 - Planned and facilitated interdisciplinary program meetings to redesign and implement SDoH program. Meetings included: Executive Director of Health Center, Medical and Nursing Directors, Health Promotion Center Director, social workers, community health workers, resource specialists, etc.
 - Led case management surrounding SDoH, and trained team of interns to take over case management workflow
 - Led team on academically rigorous program evaluation project and report production
 - Supported day-to-day program operation
- 1/2018- **Cambridge Camping Association (Cambridge, MA)**
5/2018 **Macro Social Work Intern**
- Used best practice research to independently develop tools to evaluate effectiveness of camp programs. Designed unique evaluation tool to be implemented by counselors and seamlessly facilitate grant reporting. Trained counselors in implementation.
 - Planned and coordinated camp programs to engage youth and promote learning and personal growth
 - Conducted outreach with potential funders and partner organizations; market research and grant prospecting; participated in grant writing and preparation
- 9/2016 **Youth Hub, Boston (Boston, MA)**
- **Macro Social Work Intern**
12/2016
- Worked with colleague to design, plan, and implement professional skills workshop to improve youth outcomes
 - Facilitated professional skills workshops with colleague, focusing on youth engagement and empowerment
 - Used best practice research to design methods to evaluate youth development through program participation
 - Participated in collaborations with partner organizations and community networking
- 3/2014- **Independent English as a Foreign Language Teacher (Santiago, Chile, South America)**
3/2016
- Created successful business; responsible for financial management, marketing, and professional networking
 - Designed and implemented innovative, client-centered program for clients from GlaxoSmithKline Chile, Moly-Cop Chile, etc.
-

Elsy Cipriani, MPA

EXPERIENCE

International Institute of New England, Manchester, NH –Managing Director / June 2019 – Present

- Responsible for the planning, development, and implementation of all programs, including grant and contract development, reporting, and policy setting for program activities.
- Assess and evaluate program effectiveness and outcomes to ensure responsiveness to client needs. Work with program staff to implement program modifications to reflect contractual regulations, client needs, and the IINE mission and goals.
- Develop new programming in the areas of youth sports and academics, as well as adult education, employment, skills training, community services, and citizenship that are financially sustainable.
- Provide professional development opportunities that align with staff needs, contractual regulations, and programmatic needs.
- Build and maintain relationships and partnerships with community-based and student-serving organizations in New Hampshire.

**Heading Home, Boston, MA — Senior Director of Programs
August 2018 – July 2019**

- Built and guided a diverse team of professionals towards aggressive goals while maintaining positive team culture, particularly during times of organizational growth and change.
- Responsible for the designing and implementation of tracking, monitoring and evaluation systems for all agency's programs.
- Ensured programs operate within the approved budgets and grant agreements as well as monitoring and approving all budgeted program expenditures.
- Collaborated with community partners and the State to make positive improvements towards the Emergency Assistance system in Massachusetts.

**Heading Home, Boston, MA — Director of Family Services
July 2016 – July 2018**

- Provided regular supervision, support, and personalized professional development for all Youth and Family Services programs staff.
- Oversaw the delivery of client services, evaluated programs impact and recommended program/policy changes.
- Collaborated with the COO and Data Team to develop and implement the tracking of process and outcome data for the Family Services portfolio of programs.

SKILLS

Wide experience in program management and development.

Successful record working together with and managing multicultural teams.

High commitment to work with and serve vulnerable populations.

EDUCATION

Master in Public Administration
Strayer University

BA, Economics Pontificia Universidad Católica del Ecuador 2005

LANGUAGES

English and Spanish

AWARDS AND PUBLICATIONS

Hispanic Heritage Award 2018. Award provided by the Boston City Council for my work with Latino communities in Boston.

Paradigmas del Refugio Colombiano en Quito. Jesuit Refugee Service 2006.

Colombia más allá de la migración: El refugio humanitario. Jesuit Refugee Services 2004.

- Represented Heading Home at community meetings, including those sponsored by Homes for Families, United Way, Cambridge Housing Authority and the Department of Housing and Community Development (DHCD).

Boston Public Health Commission, Boston, MA – Director of Planning Council / January 2015 – July 2016

- Managed Planning Council staff and all Council-related activities and act as intermediary between the Planning Council, community, and government.
- Worked to retain and increase participation of current members, and developed recruitment plans to attract new applicants, particularly from underrepresented minority communities.
- Developed funding streams and needs assessment reports, and participated heavily in the drafting of yearly grant applications.
- Coordinated and conducted skill-building trainings for Council members. Researched and recommended new projects and workshops.

Southern Jersey Family Medical Centers, Hammonton, NJ – Community Programs Manager / September 2013 – February 2015

- Designed, implemented and evaluated different community programs with the goal of improving health outcomes among migrant farm workers and other target populations.
- Oversaw the implementation of the Affordable Care Act across 7 community health centers and surrounding communities, through partnerships with local agencies, schools, and businesses.
- Responsible for all programs' fiscal management.
- Managed Mobile Medic logistics, and personnel to make sure we reached out to populations in need in our area of service. This service was targeted primarily to Haitian and Mexican farm workers.

**La Casa de Don Pedro, Newark, NJ – Health Services Manager
October 2009 – September 2013**

- Responsible for the operations and continuous improvement of all community health programs.
- Designed and implemented community programs' curriculums based on target population's needs.
- Developed partnerships with local agencies and schools to support the delivery of our programs.
- Trained and managed programs' staff, interns and volunteers.
- Responsible for fiscal management, and reporting to programs' grantors.

**California Rural Legal Assistance, Marysville, CA – Community Worker
July 2006 – August 2009**

- Identified target population's needs through direct outreach and networking.
- Developed and manage the office's marketing and outreach

VOLUNTEER EXPERIENCE

Vida AfroLatina

2018 to present

Co-Chair for the Board of Advisors.

FC Blazers Soccer League

2015 to 2017

Created marketing materials and support during games.

When and Where I Enter

2012 to 2014

Translated grant applications from Colombia and Ecuador.

initiatives.

- Designed and delivered educational workshops on health, housing, labor, and consumer rights.

Jesuit Refugee Service, Ecuador - Lead Researcher/Field Office Coordinator
January 2001– October 2005

- Designed and implemented a two years study to determine the living conditions of Colombian refugees in Quito, Ecuador.
- Raised all the necessary funding to implement research study, and the opening of an office to serve refugees in Quito, Ecuador.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Megan Clark	Community Services Manager	\$50,400	22.64%	\$8,924.51
Emily Filiano	Family Services Specialist	\$44,990	19.04%	\$8,566.47
Elsy Cipriani	NH Managing Director	\$85,000	5.81%	\$4,939.87



Lori A. Shibillette
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 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 sole source agreements with the vendors listed below to provide the services and activities to promote the health and well-being of refugees resettled in New Hampshire, in an amount not to exceed \$225,000, effective August 15, 2020 or upon date of Governor and Executive Council approval, whichever is later, through August 14, 2023. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
Ascentria Community Services, Inc.	222201	Concord, NH	\$112,500
International Institute of New England, Inc.	177551	Manchester, NH	\$112,500
Total:			\$225,000

Funds are available in State Fiscal Year 2021 and anticipated to be available in State Fiscal Years 2022 and 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office if needed and justified.

05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	42200012	\$65,421
2022	102-500731	Contracts for Prog Svc	42200012	\$75,000
2023	102-500731	Contracts for Prog Svc	42200012	\$75,000
2024	102-500731	Contracts for Prog Svc	42200012	\$9,579
Total				\$ 225,000

EXPLANATION

This request is sole source because the vendors listed above are the only entities who possess the comprehensive client information and cultural expertise required to manage client cases and address the complex, interrelated health and social needs of each individual. Moreover, because Health Promotion services build upon and flow from the services provided under the Reception and Placement and Case Coordination grants, contracting with these entities ensures that no clients fall through the cracks, and that there is continuity of care with no gaps in services.

The purpose of this request is to provide services and activities that promote the health and wellbeing of refugees resettled in New Hampshire. Services include, but are not limited to health orientations; health education; medical and mental health case management; and health provider education. The services are provided in an effort to reduce gaps in services and to ensure refugees obtain all necessary medical and mental health services beyond the initial health screening.

Approximately 500 individuals will be served over the duration of the entire contract term.

The Contractors will ensure services include scheduling and coordinating medical and mental health appointments; accompanying clients to medical appointments; providing and facilitating transportation to appointments; and ensuring interpreter services are acquired for all appointments, as necessary.

The Contractors will be providing these services to refugees; resettled asylees; and secondary migrants who have been in the United States for five years or less, with a focus on individuals who have been in the United States two (2) years or less as well as any victims of trafficking, (SIV)'s or other (ORR) designated eligible recipients arriving in the service areas.

Refugee Health Promotion services provided by the Contractors will

- (1) Promote the health literacy of refugees to enable them to access and navigate the U.S. Health Care System independently;
- (2) Ensure refugees obtain all needed medical and mental health services in a timely and culturally appropriate manner;
- (3) Increase refugee access to affordable health care over the long term; and
- (4) Assist refugees become self-sufficient and decrease the need for public assistance.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- o 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
- o 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
- o 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
- o 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
- o 80% of refugees shall express an increased knowledge about health insurance requirements including how and where to enroll in health insurance.
- o 80% Number of adults with increased knowledge about accessing and navigating US Health system

- o 80% Number of adults who know how to make and keep health appointments
- o 80% Number of adults who can use public, Medicaid and/or appropriate transportation to get to medical appointments
- o 80% Number of adults who demonstrate increased knowledge about at least one health topic
- o 100% Number of clients with health needs beyond initial exam scheduled for follow-up care
- o 100% Number of arrivals with mental health needs scheduled for appointment within 60 days of arrival

As referenced in Exhibit C-1, Revisions to Standard Contract Language, of these agreements, the parties have the option to extend contract services for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, refugees with complex health conditions may not receive the follow-up medical care they need in a timely, culturally and linguistically appropriate manner. The inability of refugees to access necessary health care could result in a lack of understanding and managing their health and health conditions.

Area served: Statewide.

Source of Funds: Administration for Children and Families 100% CFDA# 93.576 FAIN#

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

Respectfully submitted,


Lori A. Shabinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL**

**05-95-95-422010-79220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: OFFICE OF THE COMMISSIONER, OFFICE OF HEALTH EQUITY, REFUGEE SERVICES
100% Federal Funds**

Ascentria Community Services, Inc.

Vendor #222201

State Fiscal Year	Class / Account	Class Title	Job Number	Total Contract Amount
2021	102/500731	Contracts for Program Services	42200012	\$ 32,812.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,688.00
		Sub Total		\$ 112,500.00

International Institute of New England, Inc.

Vendor #177551

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2021	102/500731	Contracts for Program Services	42200012	\$ 32,609.00
2022	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2023	102/500731	Contracts for Program Services	42200012	\$ 37,500.00
2024	102/500731	Contracts for Program Services	42200012	\$ 4,891.00
		Sub Total	42200012	\$ 112,500.00

Overall Total	\$ 225,000.00
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Subject: New Hampshire Refugee Health Promotion Program (SS-2021-OHE-01-REFUG-02)



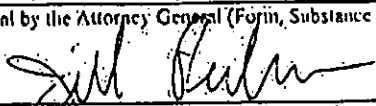
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street 3rd Floor Boston, MA, 02116	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number 05-095-042-7922000-42200012	1.7 Completion Date August 14, 2023	1.8 Price Limitation 112,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/19/20		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President and CEO	
1.13 State Agency Signature  Date: 3/25/2020		1.14 Name and Title of State Agency Signatory Ann 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: 4/2/2020			
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.

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 August 15, 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 three (3) 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.

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EXHIBIT B



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services and activities that promote the health and wellbeing of designated eligible refugees. Services shall include, but are not limited to, medical and mental health case management, health orientations, health education, and health provider education. Services will ensure that refugees: (1) obtain needed health (including mental health) care beyond the initial health screening; and (2) gain the basic knowledge and skills they need to navigate the U.S. health care system and to manage their own health and health care independently. Services will help to increase refugee access to health care and to reduce gaps in services.
- 1.2. The Contractor shall ensure services are delivered statewide with a focus on the geographic areas of Concord, Manchester, and Nashua.
- 1.3. The Contractor shall designate a case manager to provide health (including mental health) case management services to ensure refugees with complex health conditions obtain needed health care beyond the initial health exam, including appropriate health insurance.
- 1.4. The Contractor shall ensure case management services include, but are not limited to:
 - 1.4.1. Scheduling and coordinating medical and mental health appointments;
 - 1.4.2. Accompanying clients to medical appointments;
 - 1.4.3. Providing and facilitating the provision of transportation to and from the appointments;
 - 1.4.4. Ensuring appropriate interpreter services are available as necessary during appointments; and
 - 1.4.5. Assisting refugees with obtaining appropriate health insurance.
- 1.5. The Contractor shall ensure a uniform, continuous and timely transition of case management services from the initial refugee health examination to all needed follow-up care beginning after the completion of the initial refugee health examination and/or on day ninety one (91) of resettlement (whichever is sooner), to ensure there are no gaps in services and continuity of care.
- 1.6. The Contractor shall schedule an initial dental appointment for all refugee children (age 0-18) within six (6) months of arrival.
- 1.7. The Contractor shall conduct culturally and linguistically sensitive health orientations which shall include, but not be limited to the following topics:
 - 1.7.1. Navigating the U.S. health care system.
 - 1.7.2. Health insurance, including Refugee Medical Assistance.

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New Hampshire Refugee Health Promotion Program

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- 1.7.3. Privacy and consent laws.
- 1.7.4. The right to language assistance in health care settings and the role of interpreters.
- 1.7.5. Transportation options for medical appointments, including but not limited to:
 - 1.7.5.1. Public transportation training; and
 - 1.7.5.2. Arranging Medicaid transportation.
- 1.7.6. Understanding types of health care providers including but not limited to:
 - 1.7.6.1. Primary care providers;
 - 1.7.6.2. Specialists; and
 - 1.7.6.3. Pharmacists.
- 1.7.7. Understanding types of health care (e.g., preventive, urgent, emergency), and when, where and how to access each type.
- 1.7.8. Understanding availability of and when, where and how to access mental/behavioral health services, including treatment for substance use disorders.
- 1.7.9. Scheduling, keeping and cancelling appointments.
- 1.7.10. What to bring to appointments.
- 1.7.11. Medication, including but not limited to:
 - 1.7.11.1. The difference between prescriptions and over-the-counter medication;
 - 1.7.11.2. Refills;
 - 1.7.11.3. Dosage instructions; and
 - 1.7.11.4. Side effects.
- 1.8. The Contractor shall provide appropriate interpreter services and translated materials for the health orientations.
- 1.9. The Contractor shall adapt the health orientation curriculum to accommodate the needs of new refugee populations, with approval from the State Refugee Program.
- 1.10. The Contractor shall maintain documentation of individual refugees who have received health orientation services, including but not limited to the following:
 - 1.10.1. The individual clients participating in the health orientation;
 - 1.10.2. The topic(s) of orientation completed by each participant;

EXHIBIT B



- 1.11. The contractor shall conduct both group (defined as a minimum of two (2) participants) and individual health orientations, including at least one home visit to reinforce and clarify the information presented in the group setting, and to address unique issues and concerns.
- 1.12. The Contractor shall provide, solely or in collaboration with other organizations, at least six (6) group health education classes. The contractor shall:
 - 1.12.1. Identify topics of concern in each of the various refugee populations and prioritize the topics that are most urgent or relevant on an ongoing basis.
 - 1.12.2. Invite and arrange for outside organizations to provide health education classes on the identified topics that are within their expertise;
 - 1.12.3. Schedule the presenters;
 - 1.12.4. Ensure the provision of interpreter services;
 - 1.12.5. Notify clients of class schedules;
 - 1.12.6. Health education session topics may include, but are not limited to:
 - 1.12.6.1. Health insurance terms, coverage requirements, options and the enrollment process.
 - 1.12.6.2. Disabilities, including but not limited to autism;
 - 1.12.6.3. Women's health, including but not limited to domestic violence and reproductive health;
 - 1.12.6.4. Men's health;
 - 1.12.6.5. Emotional Wellness;
 - 1.12.6.6. Lesbian, Gay, Bisexual, and Transgender (LGBT) health;
 - 1.12.6.7. Oral health and hygiene;
 - 1.12.6.8. Vision health;
 - 1.12.6.9. Nutrition and benefits of exercise;
 - 1.12.6.10. Human Immunodeficiency Virus (HIV);
 - 1.12.6.11. Tuberculosis risk reduction;
 - 1.12.6.12. Fire safety.
 - 1.12.7. The Contractor shall provide health education in a culturally and linguistically appropriate manner.
 - 1.12.8. The Contractor shall distribute satisfaction surveys at health education sessions, to survey clients on the usefulness of the information, presentation style, and other relevant information.

EXHIBIT B



- 1.13. The Contractor shall inform and coordinate community resources for the provision of health care services not covered by Refugee Medical Assistance (RMA) or other funding sources.
- 1.14. The Contractor shall support the provision of nonclinical interventions, such as adjustment support groups, to promote refugee wellness and prevent suicide.
- 1.15. The Contractor shall participate in National Alliance on Mental Illness Mental Health First Aide trainings and/or other similar professional development opportunities, to inform practices.
- 1.16. The Contractor shall support and/or assist with periodic screening of refugees for emotional distress using the Refugee Health Screener 15 (RHS-15), communicate results, and make referrals to health care providers as needed.
- 1.17. The Contractor shall maintain relationships with the health (including mental health) providers within the refugee resettlement network through outreach, education and meetings. Areas of focus shall include but are not limited to:
 - 1.17.1. Refugee health needs and culture.
 - 1.17.2. Barriers to care that may include but are not limited to language, cultural factors, and transportation issues.
 - 1.17.3. Continued adherence to the CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.17.4. National Standards for CLAS in health and healthcare.
- 1.18. The Contractor shall develop and foster relationships with a minimum of four (4) health care (including mental health) providers who are not in the refugee resettlement network through outreach, meetings and education. Areas of focus shall include, but not be limited to the following:
 - 1.18.1. Refugee health needs and culture.
 - 1.18.2. Barriers to care that include, but are not limited to language and culture barriers, and transportation issues.
 - 1.18.3. CDC Refugee Health Guidelines for the initial domestic medical examination.
 - 1.18.4. National Standards for CLAS in health and healthcare.
- 1.19. The Contractor shall provide education and training to refugees at various stages of resettlement about the availability of health insurance through the Marketplace and alternative sources.
- 1.20. The Contractor shall provide assistance with accessing, navigating and enrolling in health insurance options through the Marketplace, expanded Medicaid or other financial assistance options including but not limited to facilitating applications.

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New Hampshire Refugee Health Promotion Program

EXHIBIT B



- 1.21. The Contractor shall provide planning and evaluation for Refugee Health Promotion Program (RHPP), including but not limited to the following:
 - 1.21.1. Develop and collect linguistically appropriate surveys/questionnaires that are built into health sessions and trainings.
 - 1.21.2. Track the following:
 - 1.21.2.1. Number of referrals made;
 - 1.21.2.2. Number of training sessions and participants;
 - 1.21.2.3. Number of consultations or point of contact with providers; and
 - 1.21.2.4. Number of meetings and training sessions.
 - 1.21.3. Feedback with health service providers to learn how the coordination is working and make adjustments as necessary.
 - 1.21.4. Internal feedback with staff, particularly case managers (and other case management specialists) to evaluate the relevance of the orientations to implement necessary changes leading to anticipated improvements.
- 1.22. The Contractor shall communicate any health screening results received, which may be conducted by the Contractor or by a third party, concerning a client, to medical providers as needed.
- 1.23. The Contractor shall facilitate referrals to behavioral health providers, as needed.
- 1.24. The Contractor shall maintain documentation of the following:
 - 1.24.1. Overall number of refugees resettled in the reporting period.
 - 1.24.2. Number of initial domestic health examinations completed within thirty (30), sixty (60) and ninety (90) days of arrival.
 - 1.24.3. Number of refugees receiving health and/or mental health case management services to address complex health conditions beyond the initial domestic health examination.
 - 1.24.4. The demographics of the refugees served, including gender, age, primary language, and country fled.
 - 1.24.5. Number of refugees referred for follow-up services related to Dental Issues, Emergency Issues (ER), Tuberculosis, HIV, Mental Health, Infectious Disease, Physical Therapy, Prenatal Care, Hearing Issues, Vision Issues, and other conditions identified by the NH State Refugee Health Coordinator.
 - 1.24.6. Number of refugees assisted in obtaining appropriate health insurance – both upon arrival, and at the time of transition off Refugee Medical Assistance.

EXHIBIT B



- 1.25. The Contractor shall identify the primary health related issues of concern in each of the various refugee communities. Concerns may include but are not limited to diabetes, hypertension, mental health and/or oral health concerns.
- 1.26. The Contractor shall provide all required reporting to the Department within fifteen (15) days following the completion of the reporting period.
- 1.27. The Contractor shall provide semi-annual reporting to the Department within thirty (30) days following the completion of the reporting period.
- 1.28. The Contractor shall provide all required reporting at in-person meetings as requested by the Department.
- 1.29. The Contractor shall have the following staff:
 - 1.29.1. One (1) Administrator; and
 - 1.29.2. One (1) Health Case Manager.
- 1.30. The Contractor shall participate in trainings in order to understand health insurance coverage and enrollment requirements on both the state and federal level.

2. Reporting Requirements

- 2.1. The Contractor shall submit monthly reports to the Department within thirty (30) days following the end of the reporting period, to include but not limited to:
 - 2.1.1. Number arrivals by gender and immigration status.
 - 2.1.2. Number receiving tuberculosis screening within the following time periods:
 - 2.1.2.1. Thirty (30) days of arrival;
 - 2.1.2.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.2.3. Ninety (90) days or more.
 - 2.1.3. Number receiving initial health exam within the following time periods:
 - 2.1.3.1. Thirty (30) days of arrival;
 - 2.1.3.2. Thirty (30) to ninety (90) days of arrival; and
 - 2.1.3.3. Ninety (90) days or more.
 - 2.1.4. Number of children age six (6) months to sixteen (16) years of age that have been screened for lead.
 - 2.1.5. Number of children scheduled for first dental appointment within six (6) months of arrival.
 - 2.1.6. Number of clients referred to the following:
 - 2.1.6.1. Primary care provider;
 - 2.1.6.2. Dental care provider;

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- 2.1.6.3. Emergency room;
- 2.1.6.4. Mental health provider;
- 2.1.6.5. Infectious disease specialist;
- 2.1.6.6. Vision care provider;
- 2.1.6.7. Hearing care provider;
- 2.1.6.8. Pre-natal care provider; and
- 2.1.6.9. Other specialists.
- 2.1.7. Number of clients receiving services by country of origin.
- 2.1.8. Number of clients receiving health case management services.
- 2.1.9. Number receiving mental health case management services.
- 2.1.10. Number clients participating in an adjustment support group.
- 2.1.11. Number clients receiving initial health orientation and topic(s) covered.
- 2.1.12. Number clients receiving health education and topic(s) covered.
- 2.1.13. Number of service providers receiving training.
- 2.1.14. Number of health case manager trainings and topic(s).
- 2.2. The Contractor shall submit semi-annual reports to the Department within thirty (30) days following the period completion, and as required by grantor.
- 2.3. The Contractor shall submit a final program report to the Department within thirty (30) days prior to the completion of the contract period.

3. Performance Measures

- 3.1. The Contractor shall ensure the following performance indicators are achieved annually and monitored on a monthly basis to measure the effectiveness of the agreement:
 - 3.1.1. 100% of all health-related orientations and workshops/trainings shall be provided throughout the project period, as necessary.
 - 3.1.2. 100% of all newly arrived refugees and those who have been in the United States two (2) years or less shall be prioritized.
 - 3.1.3. 100% of all written materials and resources produced shall be identified and prioritized for translation as applicable.
 - 3.1.4. 100% of all interpreter services shall be coordinated consistently and regularly throughout the project period.
 - 3.1.5. 100% of all refugees with acute or chronic health conditions who require care beyond the initial medical examination shall receive case management, including but not limited to:

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- 3.1.5.1. Scheduling and coordinating medical appointments;
- 3.1.5.2. Transportation services; and
- 3.1.5.3. Interpretation services.
- 3.1.6. 80% of refugees shall demonstrate increased knowledge about health insurance requirements including how, when and where to enroll in health insurance.
- 3.1.7. 80% of adults will demonstrate increased knowledge about accessing and navigating US Health system.
- 3.1.8. 80% of adults will know how to make and keep health appointments.
- 3.1.9. 80% of adults will know how to use public, Medicaid and/or appropriate transportation to get to medical appointments.
- 3.1.10. 80% of adults will demonstrate increased knowledge of at least one health topic.
- 3.1.11. 100% of clients with health needs beyond initial exam will be scheduled for follow-up care.
- 3.1.12. 100% of arrivals with mental health needs will be scheduled for appointment within 60 days of arrival.
- 3.1.13. A minimum of four (4) new relationships with providers outside of the refugee resettlement network shall be established during each annual project period.
- 3.1.14. A minimum of four (4) meetings with providers within the refugee resettlement network shall take place during each annual project period.
- 3.2. The Contractor shall measure program outputs through the following which shall include but not be limited to:
 - 3.2.1. Number and percentage of new refugees' attending group health orientations, and the topics completed during each session;
 - 3.2.2. Number of percentage of new refugees' receiving a health home visit.
 - 3.2.3. Number of referrals to health, mental and behavioral health or other services.
- 3.3. The Contractor shall measure the health literacy among refugees and the improvement of their understanding of their health and of the American health system by utilizing a simple questionnaire offered at each workshop and orientation.
- 3.4. The Contractor shall track the number of individuals participating in and completing health education sessions, as well as the topics covered in each session.

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3.5. The Contractor shall track the number and percentage of refugees receiving health and mental health case management services, including:

3.5.1. Refugee demographics.

3.6. The Contractor shall track the number of health providers in the refugee resettlement network receiving education/ training.

3.6.1. The Contractor shall track the number of health providers outside the refugee resettlement network receiving education/training.

3.7. The Contractor shall measure the effectiveness of support services provided to refugees to increase their access to appropriate health insurance by tracking the number and percentage of refugees accessing affordable health insurance upon arrival and those educated about and referred for assistance in obtaining appropriate health insurance when transitioning off Refugee Medical Assistance.

3.8. The Contractor shall work collaboratively with the Department and other key stakeholders to adapt any performance targets if necessary.

3.9. The Contractor shall develop and submit a corrective action plan to the Department for any performance measure that was not achieved.

3.10. 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.

3.11. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

3.12. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. 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.

4.2. Culturally and Linguistically Appropriate Services (CLAS)

4.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

EXHIBIT B



4.3. Credits and Copyright Ownership

- 4.3.1. 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."
- 4.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

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

EXHIBIT B



4.5. Eligibility Determinations

- 4.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 4.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 4.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. 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.
 - 5.1.2. All records must 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.
 - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

EXHIBIT B



- 5.2. 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.

6. Termination Report/Transition Plan

- 6.1. In the event of early termination of the Agreement, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 6.2. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 6.3. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 6.4. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

7. Exhibits Incorporated

- 7.1. All Exhibits D through H and J are attached hereto and incorporated by reference herein.
- 7.2. 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

SS-2021-OHE-01-REFUG-02

Contractor Initials

JT

Date 3/19/20

New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program

EXHIBIT B



and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties and is incorporated by reference herein.

- 7.3. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program
EXHIBIT C



Payment Terms

1. This Agreement is funded with federal funds.
2. 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-4, Budget.
3. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) 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.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to laura.mcglashan@dhhs.nh.gov, or invoices may be mailed to:

Laura McGlashan, NH State Refugee Health Coordinator
Department of Health and Human Services
Office of Health Equity
97 Pleasant Street, Thayer Building
Concord, NH 03301
(603)-271-2688
5. The State 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.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. 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.
9. 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.

New Hampshire Department of Health and Human Services
New Hampshire Refugee Health Promotion Program

EXHIBIT C



10. Notwithstanding Paragraph 18 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.
11. Audits
 - 11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 11.1.1. 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.
 - 11.1.2. 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.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. 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.
 - 11.3. 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.
 - 11.4. 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.

New Hampshire Department of Health and Human Services

Middle-Program Number: INTERNATIONAL Institute of New English

Budget Request for New Hampshire Refugee Health Promotion Program

Budget Period: 01/27/04 - 03/31/04

Project Name		Project Start Date		Project End Date		Project Status		Project Budget		Project Actuals		Project Variance	
Project ID	Project Name	Start Date	End Date	Status	Budget	Actuals	Variance	Budget	Actuals	Variance	Budget	Actuals	Variance
1	Project A	1/1/2020	12/31/2020	Completed	1000000	1000000	0	1000000	1000000	0	1000000	1000000	0
2	Project B	1/1/2020	12/31/2020	In Progress	500000	450000	50000	500000	450000	50000	500000	450000	50000
3	Project C	1/1/2020	12/31/2020	On Hold	200000	100000	100000	200000	100000	100000	200000	100000	100000
4	Project D	1/1/2020	12/31/2020	Cancelled	100000	0	100000	100000	0	100000	100000	0	100000
5	Project E	1/1/2020	12/31/2020	Completed	300000	300000	0	300000	300000	0	300000	300000	0
6	Project F	1/1/2020	12/31/2020	In Progress	400000	350000	50000	400000	350000	50000	400000	350000	50000
7	Project G	1/1/2020	12/31/2020	On Hold	150000	50000	100000	150000	50000	100000	150000	50000	100000
8	Project H	1/1/2020	12/31/2020	Cancelled	50000	0	50000	50000	0	50000	50000	0	50000
9	Project I	1/1/2020	12/31/2020	Completed	250000	250000	0	250000	250000	0	250000	250000	0
10	Project J	1/1/2020	12/31/2020	In Progress	350000	300000	50000	350000	300000	50000	350000	300000	50000
11	Project K	1/1/2020	12/31/2020	On Hold	100000	20000	80000	100000	20000	80000	100000	20000	80000
12	Project L	1/1/2020	12/31/2020	Cancelled	75000	0	75000	75000	0	75000	75000	0	75000
13	Project M	1/1/2020	12/31/2020	Completed	200000	200000	0	200000	200000	0	200000	200000	0
14	Project N	1/1/2020	12/31/2020	In Progress	300000	250000	50000	300000	250000	50000	300000	250000	50000
15	Project O	1/1/2020	12/31/2020	On Hold	120000	30000	90000	120000	30000	90000	120000	30000	90000
16	Project P	1/1/2020	12/31/2020	Cancelled	80000	0	80000	80000	0	80000	80000	0	80000
17	Project Q	1/1/2020	12/31/2020	Completed	180000	180000	0	180000	180000	0	180000	180000	0
18	Project R	1/1/2020	12/31/2020	In Progress	280000	230000	50000	280000	230000	50000	280000	230000	50000
19	Project S	1/1/2020	12/31/2020	On Hold	110000	20000	90000	110000	20000	90000	110000	20000	90000
20	Project T	1/1/2020	12/31/2020	Cancelled	60000	0	60000	60000	0	60000	60000	0	60000
21	Project U	1/1/2020	12/31/2020	Completed	190000	190000	0	190000	190000	0	190000	190000	0
22	Project V	1/1/2020	12/31/2020	In Progress	290000	240000	50000	290000	240000	50000	290000	240000	50000
23	Project W	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
24	Project X	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
25	Project Y	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
26	Project Z	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
27	Project AA	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
28	Project AB	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
29	Project AC	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
30	Project AD	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
31	Project AE	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
32	Project AF	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
33	Project AG	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
34	Project AH	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
35	Project AI	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
36	Project AJ	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
37	Project AK	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
38	Project AL	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
39	Project AM	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
40	Project AN	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
41	Project AO	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
42	Project AP	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
43	Project AQ	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
44	Project AR	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
45	Project AS	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
46	Project AT	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
47	Project AU	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
48	Project AV	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
49	Project AW	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
50	Project AX	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
51	Project AY	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
52	Project AZ	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
53	Project BA	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
54	Project BB	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
55	Project BC	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
56	Project BD	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
57	Project BE	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
58	Project BF	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
59	Project BG	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
60	Project BH	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
61	Project BI	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
62	Project BJ	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
63	Project BK	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
64	Project BL	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
65	Project BM	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
66	Project BN	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
67	Project BO	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
68	Project BP	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
69	Project BQ	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
70	Project BR	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
71	Project BS	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
72	Project BT	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
73	Project BU	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
74	Project BV	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
75	Project BW	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
76	Project BX	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
77	Project BY	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
78	Project BZ	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
79	Project CA	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
80	Project CB	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
81	Project CC	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
82	Project CD	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
83	Project CE	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
84	Project CF	1/1/2020	12/31/2020	Cancelled	70000	0	70000	70000	0	70000	70000	0	70000
85	Project CG	1/1/2020	12/31/2020	Completed	170000	170000	0	170000	170000	0	170000	170000	0
86	Project CH	1/1/2020	12/31/2020	In Progress	270000	220000	50000	270000	220000	50000	270000	220000	50000
87	Project CI	1/1/2020	12/31/2020	On Hold	105000	25000	80000	105000	25000	80000	105000	25000	80000
88													

Executive Club, Designer Group

New Hampshire Department of Health and Human Services

Editorial Program Author: *Long Magazine* Boston, MA, New England

Budget Request for: New Maryland Refugee Health Promotion Program

Budget Period: 7/2011 - 6/2012

[illegible]

Collected C.A., Questions & Answer

New Hampshire Department of Health and Human Services

EditorProgram Name: International Institute of New England

Do not Request for New Temporary Refugee Status Protection Form

Product Portfolio: 2022 + 2023

[illegible]

International Institute of New England, Inc.
225-2375-4200-21 1000 Plaza 2?
Canton, Ct., Budget Room
Page 1 of 1

Contractor Initials: ST
Date: 3/19/20



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

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.

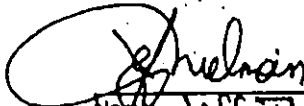
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

3/19/20

Date



Name: Jeff Thielman

Title: President & CEO



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly:

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

Vendor Name:

3/19/20
Date

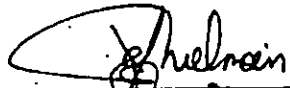

Name: Jeff Thielman
Title: President, CEO

Exhibit E - Certification Regarding Lobbying

Page 1 of 1

Vendor Initials

Date

JT
3/19/20



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

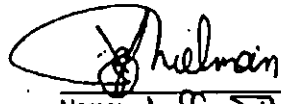
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (1)(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.

Vendor Name:

3/19/20
Date


Name: Jeff Shidman
Title: President - CEO

Vendor Initials JT
Date 3/19/20



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

The Vendor 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:

Vendor 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

Vendor Initials

JT

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

3/19/20
Date

Vendor Name:



Name: Jeff Thidman
Title: President + CEO

Exhibit G

Vendor Initials

JT

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

Date 3/19/20



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 Vendor 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 Vendor 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.

3/19/20
Date

Vendor Name:

Name: Jeff Thielman
Title: President, CEO

Vendor Initials JT
Date 3/19/20



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.

JT

3/19/20



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

JT



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date

ST
3/19/20

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

John W. Lander
Signature of Authorized Representative

Ann Landry
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

3/24/2020
Date

International Institute of New England

Name of the Contractor

Jeffrey Thielman
Signature of Authorized Representative

Jeffrey Thielman
Name of Authorized Representative

President and CEO
Title of Authorized Representative

3/19/20
Date



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

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

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

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

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

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

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

Contractor Name:

3/19/20

Date

Jeffrey D. Thielman

Name: Jeffrey D. Thielman

Title: President + CEO

Contractor Initials

JT

Date 3/19/20

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Exhibit J



FORM A

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

1. The DUNS number for your entity is: 0948459970000
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: _____

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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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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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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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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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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/doiit/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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- 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

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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

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