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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
OFFICE OF HEALTH EQUITY

Jeffrey A. Meyers
Commissioner

97 PLEASANT STREET CONCORD, NH 03301-3857
603-271-3986 1-800-852-3345 Ext. 3986

Trinidad Tellez, MD
Director

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February 27, 2018

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 Health Equity, to enter into **retroactive** agreements with the two (2) vendors listed below, for the New Hampshire School Impact Program, in an amount not to exceed \$200,000, to provide school related services to newly arriving and vulnerable New Hampshire refugees effective retroactive to November 1, 2017, upon Governor and Executive Council approval, through September 30, 2019. 100% Federal Funds.

VENDOR	VENDOR ADDRESS	VENDOR NUMBER	TOTAL AMOUNT
Ascentria Community Services, Inc.	261 Sheep Davis Rd, Suite A-1 Concord NH 03301	222201	\$100,000
International Institute of New England, Inc.	2 Boylston Street, 3rd Floor Boston MA 02116	177551	\$100,000
		TOTAL:	\$200,000

Funds are available in the following accounts for State Fiscal Years 2018 through 2019, and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from Governor and Executive Council, if needed and justified.

05-95-042-79220000-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, OFFICE OF HEALTH EQUITY, CONTRACTS FOR PROGRAM SERVICES, REFUGEE SERVICES

Ascentria Community Services, Inc. (222201)

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$12,500
			Subtotal:	\$100,000

International Institute of New England, Inc. (177551)

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Prog Svcs	42200024	\$37,500
2019	102/500731	Contracts for Prog Svcs	42200024	\$50,000
2020	102/500731	Contracts for Prog Svcs	42200024	\$12,500
			Subtotal:	\$100,000
			Contract Total:	\$200,000

EXPLANATION

This request is **retroactive** because the U.S. Department of Health & Human Services, Administration for Children and Families, Office of Refugee Resettlement, was delayed in issuing the Notices of Award to all recipients. The delays at the federal level resulted in delays for the New Hampshire Department of Health & Human Services in receiving and accepting the funds for this contract.

Funds in these agreements will be used to assist refugee students in Concord, Manchester and Nashua, who are within one (1) year of arrival to the United States, to achieve improved academic performance and social adjustment. Direct assistance will be provided to newly arrived students in these areas:

- School enrollment and orientation for students and their parents.
- Linguistically appropriate tutoring.
- Study support.
- Translation services.

The selected vendors will provide culturally competent assistance in collaboration with agencies who provide health and mental health care services, child care, and social services in order to strengthen the ability of refugee children to achieve success in New Hampshire school systems.

Ascentria Community Services, Inc., and International Institute of New England, Inc., were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' website from April 10, 2017 through June 8, 2017.

The Department received two (2) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. Their decision followed a thorough discussion of the strengths and weaknesses of the proposals. The final decision was made through consensus scoring. The Score Summary is attached.

These agreements include Exhibit C-1, Revisions to General Provisions, paragraph 3, which reserves the Department's option to renew contract services for up to two (2) additional years, subject to continued funding, satisfaction with vendor services and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of these contracts:

- Number and percentage of students who achieve academic success;

- Number of parents receiving education or training.
- Number of school personnel who report increased cultural competence;
- Number of incidences of linguistic support provided in schools by Contractors;
- Participation in school-sponsored programs;
- Effectiveness of health care referrals;
- Number of parents attending parent-teacher conferences;
- Percent of referrals and attendance at after school programs; and
- Percentage of students assisted with registration for summer programs.

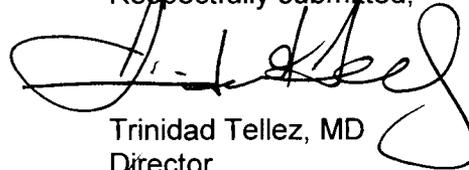
Should Governor and Executive Council not authorize this Request, refugee children and their parents may lack support necessary to succeed in the Manchester, Nashua, and Concord school systems.

Area served: Concord, Manchester, and Nashua

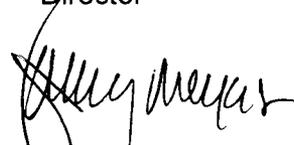
Source of Funds: 100% Federal Funds from the Administration for Children and Families, Office of Refugee Resettlement, Refugee and Entrant Assistance, State Administered Programs – Refugee health Promotion Grant, Federal Office of Refugee Resettlement.

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

Respectfully submitted,



Trinidad Tellez, MD
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

NH Refugee School Impact Program

RFP Name

RFP-2018-OHE-01-REFUG

RFP Number

Bidder Name

1. Ascentria Community Services, Inc.
2. International Institute of New England, Inc.

Maximum Points	Actual Points
650	605
650	533

Reviewer Names

1. Trinidad Tellez, Sysytem Specialist
2. Anela Kruscica, Program Coordinator
3. Barbara Seebart, Program Specialist IV
4. Shawn Barry, Program Specialist III
5. Lauara McGlashan, Program Specialist III
6. Philip Nadeau, Administrator III

Subject: Refugee School Impact Program-RFP-2018-OHE-01-REFUG-01

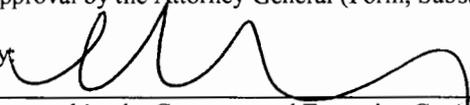
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ascentria Community Services, Inc.		1.4 Contractor Address 14 East Worcester Street Suite 300 Worcester, MA 01604	
1.5 Contractor Phone Number (603) 224-8111	1.6 Account Number 05-95-90-42200024-79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603) 271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy Johnston, Executive Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>02/19/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Amber Raby, Admin		<div style="border: 2px solid black; padding: 5px; text-align: center;"> AMBER L. RABY ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires March 23, 2021 </div>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Teller, Director, Office of Health Equity	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. [Signature] Attorney</u> <u>3/3/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 2/19/2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 2/19/2018



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within Ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall implement a Refugee School Impact (RSI) program to provide culturally appropriate school support to refugee students and their families in the Concord and Nashua school districts.
- 1.4. The Contractor shall ensure translation and interpretation services are available to:
 - 1.4.1. Bhutanese refugee students and their families.
 - 1.4.2. Congolese refugee students and their families.
 - 1.4.3. Rohingya refugee students and their families.
- 1.5. The Contractor shall meet the language needs of all refugee students and their families in the course of providing services.

2. Scope of Work

- 2.1. The Contractor shall provide services to elementary through high school aged refugees in the Concord and Nashua School Districts, who have been resettled through the Contractor's Services for New Americans Program, and who have been in the United States for less than one (1) year at the beginning of the school year. Refugees may include, but are not limited to:
 - 2.1.1. Asylees.
 - 2.1.2. SIVs (special immigrant visas).
 - 2.1.3. Other Office of Refugee Resettlement (ORR) defined eligible immigrants.
 - 2.1.4. Secondary migrants if they move to the Concord or Nashua communities.
- 2.2. The Contractor shall provide services to a range of students from fifty (50) to one hundred fifty (150) students, of which:
 - 2.2.1. Forty (40) to one hundred (100) shall be in the Concord school district.



Exhibit A

- 2.2.2. Ten (10) to fifty (50) shall be in the Nashua school district.
- 2.3. The Contractor shall provide services to to students that include, but are not limited to:
- 2.3.1. Enhanced registration services at the high school, middle school and elementary school levels including, but not limited to:
- 2.3.1.1. Coordinate deliveries of backpacks and school supplies.
- 2.3.1.2. Coordinating school tours.
- 2.3.1.3. Facilitate scheduling of tests as well as appointments with guidance departments.
- 2.3.1.4. Coordinate transportation for school orientation tours.
- 2.3.2. Comprehensive school orientations for students that include, but are not limited to:
- 2.3.2.1. Enhanced school registrations.
- 2.3.2.2. Age appropriate equivalent systems.
- 2.3.2.3. Advocate services to obtain classroom support for students with academic or social challenges.
- 2.3.3. The Promote Perseverance, Respect, Integrity, Discipline and Excellence (PRIDE) in the Middle schools, which includes but is not limited to:
- 2.3.3.1. Working in partnership with the Concord School District through its 21st Century (21C) after-school program as well as collaborating with other community partners to make referrals to other after-school and mentoring programs, which may include but are not limited to:
- 2.3.3.1.1. Boys and Girls (B&G) Club.
- 2.3.3.1.2. New American Africans.
- 2.3.3.1.3. Organization for Success.
- 2.3.3.1.4. Congolese Community of NH.
- 2.3.3.1.5. Building Community in NH.
- 2.3.3.1.6. The Friends Program.
- 2.3.3.2. Working in partnership with the Nashua School District to learn about other after-school programs in order to make appropriate referrals, including assisting with referrals and registration completion to summer programs for all eligible students who otherwise may not be referred by the school districts, which may include, but are not limited to:


2/19/2018



Exhibit A

- 2.3.3.3. YMCA.
- 2.3.3.4. B&G Club.
- 2.3.3.5. Christa McAuliffe Space Camp.
- 2.3.3.6. Ballet North Dance Camp.
- 2.3.3.7. The Friend's Program.
- 2.3.3.8. 21st Century.
- 2.3.3.9. Ethnic Community Based Organizations (ECBOs)
- 2.3.4. A minimum of ten (10) leadership development opportunities for students in the Concord and Nashua school districts at all levels, of which five (5) shall be available to the Concord school district students and five (5) shall be available to the Nashua school district students, which may include, but are not limited to:
 - 2.3.4.1. The student led initiative, 'Be The Change Club,' at the Concord High School.
 - 2.3.4.2. A civic engagement club at the Middle school in Concord.
 - 2.3.4.3. Speaker's bureaus.
 - 2.3.4.4. Community presentations.
 - 2.3.4.5. Youth leadership summits.
- 2.4. The Contractor shall provide Parent Orientations that assist parents with understanding school policies, procedures, and requirements that include, but are not limited to:
 - 2.4.1. Guiding parents through the school system.
 - 2.4.2. Understanding school academic testing practices.
 - 2.4.3. Understanding homework expectations.
 - 2.4.4. Understanding how to interpret student reports.
 - 2.4.5. Providing an introduction to post-secondary education options.
 - 2.4.6. Assisting individuals with school and after school program registration paperwork.
 - 2.4.7. Assisting individuals with completing the free and reduced lunch applications.
- 2.5. The Contractor shall provide support to the students and parents through the Attendance, Performance, Behavior (APB) Program thorough activities that include, but are not limited to:
 - 2.5.1. Assisting parents to encourage students to meet the criteria of perfect attendance.
 - 2.5.2. Assisting students and parents with understanding passing grade



Exhibit A

- performance.
- 2.5.3. Setting a goal of no disciplinary actions for behavior.
 - 2.5.4. Assisting parents and students with transportation, if necessary, at the middle school level.
 - 2.5.5. Conducting home visits with elementary students and their families to learn about reasons for absences when they occur.
- 2.6. The Contractor shall conduct English Language Learner (ELL) Family nights at each school level.
- 2.7. The Contractor shall collaborate with the Nashua School District to explore the feasibility of implementing Family Nights that include ELL students at all levels within the district, which shall include, but not be limited to:
- 2.7.1. Promoting parents and teachers to come together in a relaxed atmosphere.
 - 2.7.2. Promoting engagement and learning to both parents and teachers.
- 2.8. The Contractor shall provide case management and support services to refugee students and their parents/families, which include but are not limited to:
- 2.8.1. Access to healthcare services.
 - 2.8.2. Access to mental health services.
 - 2.8.3. Access to housing services and/or assistance.
 - 2.8.4. Other social support services and trainings.
- 2.9. The Contractor shall provide linguistically and culturally appropriate school-related programs and services, which shall include, but not be limited to:
- 2.9.1. Providing training to Concord and Nashua school district personnel regarding linguistic and cultural competence.
 - 2.9.2. Providing ongoing orientations at all levels for teachers, school administrators and guidance counselors on the subject of refugee children in the United States education system.
 - 2.9.3. Providing ongoing education to school personnel to ensure current knowledge, skills and best practices are utilized when providing services to refugee populations.
 - 2.9.4. Utilizing evidence based practices as described in online resources of BRYCS-Bridging Refugee Youth and Children's Services.
 - 2.9.5. Assisting with the education of school districts and related/associated partners about national Culturally and Linguistically Appropriate Services (CLAS) standards and facilitating their use of appropriate interpreter/translation services.
 - 2.9.6. Offering linguistic services through case management staff, when

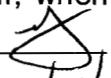

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Exhibit A

possible.

- 2.10. The Contractor shall provide communication assistance to all limited English proficient and deaf or hard of hearing refugees. The Contractor shall ensure that:
 - 2.10.1. Services are provided at no cost to the client, at key points of contact, ensuring direct contact with Contractor's staff.
 - 2.10.2. The reception office is equipped with 'I Speak' signage.
 - 2.10.3. Communication access is delivered in a timely manner whether in-person or over-the-phone.
 - 2.10.4. Case file forms are reviewed and prioritized for translation services.
 - 2.10.5. Staff conduct intake with refugee families to:
 - 2.10.5.1. Verify information provided from overseas.
 - 2.10.5.2. Identify and note preferred languages.
 - 2.10.5.3. Identify linguist needs.
 - 2.10.6. All resettlement services, including communication assistance services are provided at no cost to the client.
 - 2.10.7. Procedures for filing a discrimination complaint are verbally explained and currently translated in Arabic, French, Kinyarwanda, Nepali, Somali and Swahili.
 - 2.10.8. Periodic evaluation of the effectiveness of communication access services through client satisfaction surveys, vendor satisfaction surveys and individual feedback.
 - 2.10.9. Modifications to services are made, as needed, based on the feedback received from surveys described in Section 2.16.8, above.

3. Staffing

- 3.1. The Contractor shall maintain a diverse staff that reflects the demographics of the population served.
- 3.2. The Contractor shall ensure the staff is trained on federal civil rights laws compliance, including policies and procedures for handling discrimination complaints.
- 3.3. The Contractor shall ensure a .70 full-time equivalent Education Liaison is embedded in Concord School District.
- 3.4. The Contractor shall employ a .05 full time equivalent administrative support staff.
- 3.5. The Contractor shall ensure each employee and volunteer providing services to students in this agreement completes the forms as follows:


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Exhibit A

- 3.6. The State of NH Criminal Background Check form. The Contractor shall:
- 3.6.1. Ensure the form and payments of associated fees are submitted to the Department of Safety for processing.
 - 3.6.2. Ensure results received from the Department of Safety are on file, on premises and available to the Department upon request.
- 3.7. The Contractor shall meet with the Department a minimum of one (1) time per month to provide updates on progress toward meeting performance measures, program goals and program objectives.

4. Reporting

- 4.1. The Contractor shall provide narrative reports with a summary of project outcomes to the Department no later than the fifteenth (15th) day of the month following the close of the reporting period in Subsection 4.2, Table 1.
- 4.2. Table 1

Reporting Period	Trimester Report Due Date
10/1/2017 – 1/31/2018	2/15/2018
2/1/2018 – 5/31/2018	6/15/2018
6/1/2018 – 9/30/2018	10/15/2018
10/1/2018 – 1/31/2019	2/15/2019
2/1/2019 – 5/31/2019	6/15/2019
6/1/2019 – 9/30/2019	10/15/2019

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Exhibit A

5. Performance Measures

- 5.1. The Contractor shall address academic and social needs of refugee students in the Concord and Nashua School Districts starting no later than ten (10) days after the effective date of the Contract, in order to prepare them and their families for full participation in school activities.
- 5.2. The Contractor shall provide a minimum of three (3) ELL Family Nights described in Section 2.6, above, no later than September 30, 2018.
- 5.3. The Contractor shall provide a minimum of three (3) ELL Family nights, described in Section 2.6 above, between October 1, 2018 and the completion date of the contract.
- 5.4. The Contractor shall conduct a minimum of three (3) trainings described in Section 2.9.1, above, to school district personnel in the Concord School District.
- 5.5. The Contractor shall conduct a minimum of three (3) trainings described in Section 2.9.1, above, to school district personnel in the Nashua School District.

6. Performance Measures

- 6.1. The Contract or shall ensure that:
 - 6.1.1. At least 90% of refugee families complete the New Refugee School Orientation Program.
 - 6.1.2. 90% of the parents of refugee children participate in at least one (1) parent/teacher conference.
 - 6.1.3. 90% of the parents of refugee children participate in at least one (1) school Open House event.
 - 6.1.4. 85% of refugee families participate in at least one (1) Family Literacy event.
- 6.2. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved on a monthly basis.


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Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, US Department of Health and Human Services, Federal Office of Refugee Resettlement, Refugee School Impact (RSI) Program, CFDA #93.566.
2. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A Scope of Services, in accordance with Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3, Budget.
4. Payment for services provided in accordance with Exhibit A, shall be made as follows:
 - 4.1. Payments shall be made on a cost reimbursement basis only for allowable costs, expenses and fees identified in Exhibit B-1, Budget; Exhibit B-2, Budget and Exhibit B-3, Budget.
 - 4.2. Allowable costs and expenses shall include only those expenses detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
 - 4.3. The Contractor shall submit additional expenditure documentation to support amounts identified for reimbursement, as requested by the Department. The Contractor shall:
 - 4.3.1. Ensure expenditure documentation verifies the amounts requested.
 - 4.3.2. Be prepared to respond to the Department's request for expenditure documentation for any given month prior to the month of receiving notification for documentation.
 - 4.3.3. Ensure expenditure documentation includes enough information to allow Department to determine that the requested amounts on the invoice are consistent with the allowable purposes pursuant to Exhibit B-1, Budget; Exhibit B-2, Budget; and/or Exhibit B-3, Budget. Documentation may include, but is not limited to:
 - 4.3.3.1. Receipts.
 - 4.3.3.2. Timecards.
 - 4.3.3.3. Cost allocation sheets.
 - 4.3.3.4. Credit card statements.



Exhibit B

- 4.4. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
- 4.5. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
- 4.6. 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.
- 4.7. The Contractor shall submit a final invoice to the State no later than forty (40) days after the contract completion date identified in Form P-37, Block 1.7 Completion Date.
- 4.8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Barbara.seebart@dhhs.nh.gov. Otherwise, invoices shall be mailed to:

Department of Health and Human Services
Division of Office of Health Equity
97 Pleasant Street
Concord, NH 03301
- 4.9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program

Budget Period: State Fiscal Year 2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 20,024	\$ -	\$ -	\$ -	\$ 20,024	\$ -	\$ 20,024
2. Employee Benefits	\$ 5,607	\$ -	\$ -	\$ -	\$ 5,607	\$ -	\$ 5,607
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 287	\$ -	\$ -	\$ -	\$ 287	\$ -	\$ 287
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 540	\$ -	\$ -	\$ -	\$ 540	\$ -	\$ 540
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 336	\$ -	\$ -	\$ -	\$ 336	\$ -	\$ 336
6. Travel	\$ 1,870	\$ -	\$ -	\$ -	\$ 1,870	\$ -	\$ 1,870
7. Occupancy	\$ 1,490	\$ -	\$ -	\$ -	\$ 1,490	\$ -	\$ 1,490
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 761	\$ -	\$ -	\$ -	\$ 761	\$ -	\$ 761
Postage	\$ 73	\$ -	\$ -	\$ -	\$ 73	\$ -	\$ 73
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 130	\$ -	\$ -	\$ -	\$ 130	\$ -	\$ 130
Insurance	\$ 245	\$ -	\$ -	\$ -	\$ 245	\$ -	\$ 245
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 140	\$ -	\$ -	\$ -	\$ 140	\$ -	\$ 140
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other: Interpretation and Translation	\$ 1,200	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,200
TOTAL	\$ 32,702	\$ 4,797	\$ -	\$ -	\$ 32,702	\$ 4,797	\$ 37,500
Indirect As A Percent of Direct	14.67%						

Contractor Initials *[Signature]*
Date 9/19/2018

Exhibit B-2 Budget

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

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program

Budget Period: State Fiscal Year 2019

Line Item	Total Program Cost		Contractor Share / Match		Total		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 26,699	\$ -	\$ -	\$ -	\$ 26,699	\$ -	\$ 26,699	\$ -	\$ 26,699
2. Employee Benefits	\$ 7,476	\$ -	\$ -	\$ -	\$ 7,476	\$ -	\$ 7,476	\$ -	\$ 7,476
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 383	\$ -	\$ -	\$ -	\$ 383	\$ -	\$ 383	\$ -	\$ 383
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 448	\$ -	\$ -	\$ -	\$ 448	\$ -	\$ 448	\$ -	\$ 448
6. Travel	\$ 2,664	\$ -	\$ -	\$ -	\$ 2,664	\$ -	\$ 2,664	\$ -	\$ 2,664
7. Occupancy	\$ 1,987	\$ -	\$ -	\$ -	\$ 1,987	\$ -	\$ 1,987	\$ -	\$ 1,987
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,015	\$ -	\$ -	\$ -	\$ 1,015	\$ -	\$ 1,015	\$ -	\$ 1,015
Postage	\$ 97	\$ -	\$ -	\$ -	\$ 97	\$ -	\$ 97	\$ -	\$ 97
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 173	\$ -	\$ -	\$ -	\$ 173	\$ -	\$ 173	\$ -	\$ 173
Insurance	\$ 326	\$ -	\$ -	\$ -	\$ 326	\$ -	\$ 326	\$ -	\$ 326
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 187	\$ -	\$ -	\$ -	\$ 187	\$ -	\$ 187	\$ -	\$ 187
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other: Interpretation and Translation	\$ 2,150	\$ -	\$ -	\$ -	\$ 2,150	\$ -	\$ 2,150	\$ -	\$ 2,150
TOTAL	\$ 43,604	\$ 6,397	\$ -	\$ -	\$ 50,000	\$ -	\$ 43,604	\$ 6,397	\$ 50,000
Indirect As A Percent of Direct	14.67%								

Contractor Initials
Date 2/15/2018

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Ascentria Community Services, Inc.

Budget Request for: Refugee School Impact Program

Budget Period: State Fiscal Year 2020

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 6,675	\$ -	\$ -	\$ -	\$ 6,675	\$ -	\$ 6,675
2. Employee Benefits	\$ 1,869	\$ -	\$ -	\$ -	\$ 1,869	\$ -	\$ 1,869
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 96	\$ -	\$ -	\$ -	\$ 96	\$ -	\$ 96
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 112	\$ -	\$ -	\$ -	\$ 112	\$ -	\$ 112
6. Travel	\$ 754	\$ -	\$ -	\$ -	\$ 754	\$ -	\$ 754
7. Occupancy	\$ 497	\$ -	\$ -	\$ -	\$ 497	\$ -	\$ 497
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 254	\$ -	\$ -	\$ -	\$ 254	\$ -	\$ 254
Postage	\$ 24	\$ -	\$ -	\$ -	\$ 24	\$ -	\$ 24
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 43	\$ -	\$ -	\$ -	\$ 43	\$ -	\$ 43
Insurance	\$ 82	\$ -	\$ -	\$ -	\$ 82	\$ -	\$ 82
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 47	\$ -	\$ -	\$ -	\$ 47	\$ -	\$ 47
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other: Interpretation and Translation	\$ 450	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450
TOTAL	\$ 10,901	\$ 1,599	\$ -	\$ -	\$ 10,901	\$ 1,599	\$ 12,500
Indirect As A Percent of Direct	14.67%						



SPECIAL PROVISIONS

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

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


Date 2/19/2018



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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


2/19/2018



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]
Date 2/19/2018



Exhibit C-1

Handwritten initials, possibly 'JH', written in black ink over a horizontal line.

2/19/2008



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 2/17/2018]

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: *Ascentria Community Services, Inc.*

2/19/2018
Date

[Signature]
Name:
Title: *Executive Vice President*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Ascendia Community Services, Inc.

2/19/2018
Date

[Signature]
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Ascendria Community Services, Inc.

2/19/2018
Date


Name: _____
Title: Executive Vice President


2/19/2018



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

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

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

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

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

Exhibit G

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

Contractor Initials

2/19/2018

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *Ascentia Community Services, Inc*

2/14/2018
Date

[Signature]
Name:
Title: *Executive Vice President*

Exhibit G

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

Contractor Initials *[Signature]*

Date *2/14/2018*



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Ascendia Community Services, Inc.*

2/19/2018
Date

[Signature]
Name:
Title: *Executive Vice President*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

- 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



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


2/19/2018



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.

Handwritten initials, possibly "J" or "S", written in black ink.

Handwritten date "2/15/2018" written in black ink.



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

[Handwritten Signature]
Signature of Authorized Representative

Trinidad Teller
Name of Authorized Representative

Director, Office of Health Equity
Title of Authorized Representative

2/28/18
Date

Ascentria Community Service
Name of the Contractor

[Handwritten Signature]
Signature of Authorized Representative

Timothy Johnson
Name of Authorized Representative

Executive Vice President
Title of Authorized Representative

2/19/2018
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: *Ascendia Community Services, Inc.*

2/19/2018
Date

[Signature]
Name:
Title: *Executive Vice President*



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: _____

[Signature]
2/19/2018



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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 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.

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



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elena Garcias-Ketnouvong, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Ascentria Community Services, Inc., (formerly known as Lutheran Community Services, Inc.)
(Agency Name)

2. The following is a true excerpt from the bylaws adopted at a meeting of the Board of Directors of the Agency duly held on July 14, 2015:

Section 7.6. Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes, and other obligations authorized to be executed by an officer of the Corporation on its behalf shall be signed by the president or the treasurer except as the Board of Directors may generally or in particular cases otherwise determine.

3. The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

- | | |
|---------------------------------|--------------------------|
| <u>Angela Bovill</u> | President |
| <u>Jim Coyle</u> | Executive Vice President |
| <u>Tim Johnstone</u> | Executive Vice President |
| <u>Dana Ramish</u> | Executive Vice President |
| <u>Nicholas Russo</u> | Treasurer |
| <u>Elena Garcias-Ketnouvong</u> | Clerk |

4. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19 day of February, 2018.
(Date Contract Signed)

5. Tim Johnstone is the duly elected Executive Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elena Garcias-Ketnouvong
(Signature of the Elected Officer)

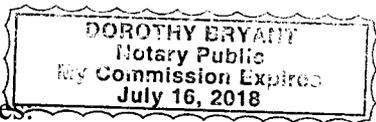
STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 19 day of February, 2018.

By Elena Garcias-Ketnouvong
(Name of Elected Officer of the Agency)

Dorothy Bryant
(Notary Public/Justice of the Peace)
(NOTARY SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2017

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 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C No, Ext): FAX (A/C No): E-MAIL: thousman@hayscompanies.com ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Companies</td> <td>92535</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C: Employers Insurance Company of</td> <td>21458</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Companies	92535	INSURER B: Philadelphia Indemnity Ins Co	18058	INSURER C: Employers Insurance Company of	21458	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Employers Insurance Company of	21458													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Ascentria Care Alliance 14 East Worcester Street Suite 300 Worcester MA 01604														

COVERAGES

CERTIFICATE NUMBER: 17-18 Master

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1717411	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PIOP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1717405	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB556695	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-611-262252-017	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

On behalf of Ascentria Community Services, Inc.

CERTIFICATE HOLDER**CANCELLATION**

NH-DHHS 129 Pleasant St., Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/TROTHER
---	---

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ACORD 25 (2014/01)

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INS025 (2014/01)

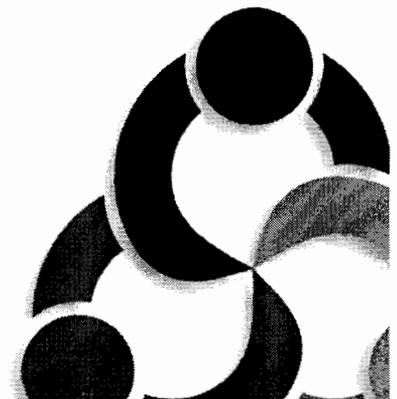


Mission statement:

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.



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

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2017 AND 2016

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
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YEARS ENDED JUNE 30, 2017 AND 2016**

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CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAconnect.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 statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of activities, changes in net assets, functional expenses, and cash flows for the years 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. 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, 2017 and 2016, 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.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
December 14, 2017

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and Cash Equivalents	\$ -	\$ 69,841
Accounts Receivable, Net of Estimated Uncollectible Accounts	2,989,796	3,550,336
Prepaid Expenses	88,979	73,588
Total Current Assets	<u>3,078,775</u>	<u>3,693,765</u>
ASSETS LIMITED AS TO USE		
Beneficial Interest in Net Assets of Related Party	653,803	766,424
PROPERTY AND EQUIPMENT		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	953,881	869,173
Leasehold Improvements	234,664	234,664
Furniture and Equipment	224,295	232,050
Vehicles	217,578	264,561
Equipment Held Under Capital Lease	438,600	438,600
Computer Equipment and Software	143,313	143,313
Total	<u>2,343,443</u>	<u>2,313,473</u>
Less: Accumulated Depreciation	1,550,420	1,496,599
Total Property and Equipment	<u>793,023</u>	<u>816,874</u>
DUE FROM RELATED PARTIES	54,959	522,666
OTHER ASSETS		
Deposits	134,846	58,546
Construction in Progress	-	84,708
Total Other Assets	<u>134,846</u>	<u>143,254</u>
Total Assets	<u>\$ 4,715,406</u>	<u>\$ 5,942,983</u>

See accompanying Notes to Consolidated Financial Statements.

LIABILITIES AND NET ASSETS	<u>2017</u>	<u>2016</u>
CURRENT LIABILITIES		
Current Maturities of Long-Term Debt	\$ 33,161	\$ 31,404
Accounts Payable	473,954	520,858
Accrued Expenses	779,532	999,243
Deferred Revenue	251,052	170,711
Due to the State of Maine	82,036	14,137
Due to Third Party	-	232
Total Current Liabilities	<u>1,619,735</u>	<u>1,736,585</u>
LONG-TERM DEBT, Net of Current Maturities	<u>505,995</u>	<u>538,943</u>
Total Liabilities	2,125,730	2,275,528
NET ASSETS		
Unrestricted	1,861,321	2,833,644
Temporarily Restricted	728,355	833,811
Total Net Assets	<u>2,589,676</u>	<u>3,667,455</u>
Total Liabilities and Net Assets	<u>\$ 4,715,406</u>	<u>\$ 5,942,983</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
UNRESTRICTED NET ASSETS REVENUE		
Program Service Revenue:		
Public Sources	\$ 28,892,718	\$ 31,563,506
Private Sources	4,316,699	3,875,330
Total Program Service Revenue	33,209,417	35,438,836
OTHER INCOME		
Net Assets Released from Restriction Used for Operations	219,468	263,494
Other Income	547,785	354,585
Total Other income	767,253	618,079
 Total Revenue	 33,976,670	 36,056,915
EXPENSES		
Salaries and Wages	17,452,583	18,097,064
Employee Benefits	3,569,260	3,834,421
Program Expenses	4,955,425	5,246,892
Professional Fees	104,382	86,566
Occupancy Costs	1,814,514	1,847,895
Operating Supplies and Expenses	896,042	1,134,278
Administrative Costs	5,274,837	4,913,309
Travel Expenses	708,162	802,185
Custodial Fees	7,166	10,239
Depreciation and Amortization	106,004	117,249
Bad Debt Expense	19,173	42,725
Interest	38,718	38,640
Total Expenses	34,946,266	36,171,463
OPERATING LOSS	(969,596)	(114,548)
NONOPERATING ACTIVITY		
Gain (Loss) on Sale of Property and Equipment	(2,727)	110,865
Equity Transfers, Net	-	211,244
Total Nonoperating Activity	(2,727)	322,109
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	\$ (972,323)	\$ 207,561

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
BALANCE - JUNE 30, 2015	\$ 2,626,083	\$ 656,242	\$ 3,282,325
Increase in Unrestricted Net Assets	207,561	-	207,561
Change in Beneficial Interest in Net Assets of Related Party	-	441,063	441,063
Net Assets Released from Restrictions - Operations	-	<u>(263,494)</u>	<u>(263,494)</u>
Change in Net Assets	<u>207,561</u>	<u>177,569</u>	<u>385,130</u>
BALANCE - JUNE 30, 2016	2,833,644	833,811	3,667,455
Decrease in Unrestricted Net Assets	(972,323)	-	(972,323)
Change in Beneficial Interest in Net Assets of Related Party	-	114,012	114,012
Net Assets Released from Restrictions - Operations	-	<u>(219,468)</u>	<u>(219,468)</u>
Change in Net Assets	<u>(972,323)</u>	<u>(105,456)</u>	<u>(1,077,779)</u>
BALANCE - JUNE 30, 2017	<u>\$ 1,861,321</u>	<u>\$ 728,355</u>	<u>\$ 2,589,676</u>

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (1,077,779)	\$ 385,130
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:		
Depreciation and Amortization	106,004	117,249
Bad Debts	19,173	42,725
Gain (Loss) on Sale of Property and Equipment	2,727	(110,865)
Change in Beneficial Interest in Net Assets of Related Party	(114,012)	(441,063)
Noncash Equity Transfers	-	(418,434)
(Increase) Decrease in Assets:		
Accounts Receivable	541,367	246,886
Prepaid Expenses	(15,391)	53,414
Deposits	(76,300)	(8,550)
Beneficial Interest in Net Assets of Affiliate	226,633	273,734
Increase (Decrease) in Liabilities:		
Accounts Payable	(46,904)	(41,459)
Accrued Expenses	(219,712)	(474,187)
Deferred Revenue	80,341	43,094
Due to Third Party	(232)	(43,059)
Due to State of Maine	67,899	(303,862)
Net Cash Used by Operating Activities	(506,186)	(679,247)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(173)	(75,429)
Additions to Construction in Progress	-	(84,708)
Proceeds on Sale of Property and Equipment	-	612,800
Net Cash Provided (Used) by Investing Activities	(173)	452,663
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Long-Term Debt	(31,191)	(380,679)
Advanced from (Payments to) Related Parties	467,709	(195,049)
Net Cash Provided (Used) by Financing Activities	436,518	(575,728)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(69,841)	(802,312)
Cash and Cash Equivalents - Beginning of Year	69,841	872,153
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ -	\$ 69,841
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid for Interest	\$ 38,718	\$ 38,640
NONCASH INVESTING ACTIVITY		
Additions to Property and Equipment	\$ 29,971	\$ 493,863
Plus: Disposals	54,910	-
Less: Transfer from Construction in Process	(84,708)	-
Less: Equity Transfer of Property	-	(418,434)
Cash Paid for Property and Equipment	\$ 173	\$ 75,429

See accompanying Notes to Consolidated Financial Statements.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

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. The Organizations provide community service programs to children, families, refugees, and developmentally disabled adults throughout New England. ACS transferred its "In Home Care" service line to ACC and 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.

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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

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

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.

Program Service Revenue

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

Property and Equipment

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

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, 2017.

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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

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

Net Assets

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

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

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organizations and/or the passage of time. Temporarily restricted net assets consist of \$653,803 and \$766,434 for beneficial interest in net assets of related party and \$74,552 and \$67,387 for other program restrictions for the years ended June 30, 2017 and 2016, respectively.

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

Recognition of Donor Restrictions

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

Donated Services

Donated services are recognized in the 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.

Advertising Costs

Promotional advertising costs are expensed as incurred. Promotional advertising expense charged to operations amounted to \$3,460 and \$3,710 for the years ended June 30, 2017 and 2016, respectively.

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, 2017 AND 2016

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

Functional Allocation of Expenses

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

Income Taxes

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

Fair Value Measurements

In accordance with professional standards, assets and liabilities measured and recorded at fair value are required to be categorized into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 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.

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, 2017.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

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

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 14, 2017, 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 the net assets of Ascentria, a related party, for funds being held by Ascentria on behalf of the Organizations.

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 \$5,215,693 and \$4,842,000 for the years ended June 30, 2017 and 2016, respectively. These expenses have been included on the statement of activities under the caption "Administrative Costs". In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations. In addition, the Organizations have various support charges from related parties which amounted to \$20,125 and \$31,860 for June 30, 2017 and 2016, respectively.
- In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$7,166 and \$10,239 for the years ended June 30, 2017 and 2016, respectively.
- 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 \$154,615 and \$153,320 for the years ended June 30, 2017 and 2016, respectively. Office space and vehicle related party rents amounted to \$386,473 and \$377,461 for the years ended June 30, 2017 and 2016, respectively.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE 3 RELATED PARTY TRANSACTIONS (CONTINUED)

- During the years ended June 30, 2017 and 2016, the Organizations received federal funding of \$198,000 and \$360,000, respectively, which was passed through to Good News Garage - LSS, Inc., a subsidiary of Ascentria.
- Related Party loans that bear no interest and have no fixed repayment terms, are as follows:

	2017	2016
Due from Related Parties:		
Ascentria Care Alliance, Inc.	\$ (169)	\$ 441,113
Lutheran Community Services - Creative Living, Inc.	45,075	29,213
Lutheran Housing Corporation Brockton, Inc.	461	325
Luther Ridge at Middletown, Inc.	-	3,712
Good News Garage - LSS, Inc.	9,601	48,303
Emanuel Development Corporation	(9)	-
Total	\$ 54,959	\$ 522,666

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. Pension costs charged to operations and contributions to the plan amounted to \$-0- for each of the years ended June 30, 2017 and 2016.

NOTE 5 ACCOUNTS RECEIVABLE

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

	2017	2016
Accounts Receivable - Program Services	\$ 3,004,092	\$ 3,575,416
Less: Allowance for Doubtful Accounts	(14,296)	(25,080)
Accounts Receivable, Net	\$ 2,989,796	\$ 3,550,336

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, 2017 AND 2016

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, 2017.

Due from Related Parties

The Organizations extend unsecured credit to a related party. The balance due from related parties totaled \$54,959 at June 30, 2017.

Beneficial Interest in Net Assets of Related Party

The Organizations' unsecured gifts, held by a related party, amounted to \$653,803 at June 30, 2017 with a loan payable to the fund totaling \$340,524.

Accounts Receivable

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$2,989,796 at June 30, 2017.

NOTE 7 PROPERTY AND EQUIPMENT

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$106,004 and \$117,249 for the years ended June 30, 2017 and 2016, respectively.

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 \$82,000 and \$14,000 for the years ended June 30, 2017 and 2016, respectively. 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, 2017 AND 2016

NOTE 9 CONTRIBUTED LEASED PROPERTY

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

Management has determined that the annual rental payments are below market value and therefore have recorded the fair value of the lease in the consolidated financial statements. The valuation of the lease is based on the lesser of the net present value of market rate rent payments or the fair market value of the building at the lease inception date, at that time, was estimated to be \$69,000. Management concluded that the fair value of the building was the lesser of the two valuation methods and consequently valued the market rate lease at \$69,000 at the lease inception date. The fair value of the lease is being amortized on a straight-line basis over the term of the lease. The unamortized fair value of the lease amounted to \$-0- and \$14,100 for the years ended June 30, 2017 and 2016, respectively, and is reported in the caption "building" in the statement of financial position.

NOTE 10 LONG-TERM DEBT

The Organizations are liable on long-term debt at June 30, 2017 and 2016 as follows:

<u>Description</u>	<u>2017</u>	<u>2016</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. During FY16, ACS reduced the outstanding principal balance of the note significantly with a \$53,700 payment in excess of their normal payments. The note is still expected to be paid off at the stated due date.	\$ 227,164	\$ 240,151
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.	296,708	307,270
<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%.	15,284	22,926
Total Long-Term Debt	539,156	570,347
Less: Current Maturities	(33,161)	(31,404)
Long-Term Debt, Net of Current Maturities	<u>\$ 505,995</u>	<u>\$ 538,943</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE 10 LONG-TERM DEBT (CONTINUED)

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2018	\$ 33,161
2019	35,049
2020	29,343
2021	31,606
2022	33,943

Interest charged to operations for the above long-term debt amounted to \$38,718 and \$38,640 for the years ended June 30, 2017 and 2016, respectively.

NOTE 11 OPERATING LEASES

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of one to five years. Total rent and related expenses amounted to \$881,411 and \$852,000 for the years ended June 30, 2017 and 2016, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2018	\$ 497,360
2019	186,232
2020	117,758
2021	52,054
2022	13,011
Total	<u>\$ 866,416</u>

NOTE 12 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.

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE 12 CONTINGENCIES (CONTINUED)

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 \$2,200,000 and \$1,850,000 as of June 30, 2017 and 2016, respectively.

NOTE 13 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, 2017 and 2016:

	2017			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 653,803	\$ -	\$ -	\$ 653,803
Total	<u>\$ 653,803</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 653,803</u>
	2016			
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 766,424	\$ -	\$ -	\$ 766,424
Total	<u>\$ 766,424</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 766,424</u>

ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016

NOTE 13 FAIR VALUE MEASUREMENT (CONTINUED)

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2017 and 2016, respectively:

	<u>Amount</u>
Balance - July 1, 2015	\$ 599,095
Income, Net of Releases	<u>167,329</u>
Balance - July 1, 2016	766,424
Income, Net of Releases	<u>(112,621)</u>
Balance - July 1, 2017	<u><u>\$ 653,803</u></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.



**BOARD OF DIRECTORS
2017 - 2018**

Ex Officio, non voting

**The Rev. James Hazelwood
The Rev. Timothy Yeadon**

Ex Officio, voting

Angela Bovill, President

Directors

**Michael Balinskas, Vice Chair
Rev. Laura Everett
Karen Gaylin, Secretary
The Rev. Ross Goodman
Garth Greimann, Financial Secretary
Scott Hamilton
Jeff Kinney, Immediate Past Chair
William Mayo, Chair
Barbara Ruhe
Kim Salmon
Peter Schmidt
Dan Strelow**

Corporate officers:

President/CEO	Angela Bovill
Executive VP/CFO	Jim Coyle
Executive VP, Community Services	Tim Johnstone
Clerk/Executive Assistant	Elena Garcias-Ketnouvong
Executive VP, Residential Services	Dana Ramish
Treasurer	Nick Russo

K E L S E Y F O R B E S

EXPERIENCE

Education Liaison- May 2016- Present

Ascentria Care Alliance, Services for New Americans, Concord New Hampshire

Facilitate cross cultural communication between school, home, and various health and social service organizations. Assess students for issues related to social adjustment and/or other mental health diagnosis and will make referrals to appropriate service agencies.

Develop and monitor summer programming for students.

Student Activities Leader - March 2008 - March 2016

Belle Vue Boys' School (renamed Beckfoot Upper Heaton Academy,) Bradford, United Kingdom.

Planned, delivered and evaluated all extra-curricular educational and enrichment activities for an inner city UK high school with a predominantly Pakistani Muslim and Eastern European immigrant population. Independently developed and delivered a wide range of activities in response to specific interests of the students. Organized whole school activity week each year for students of all backgrounds.

Ran a tutor group for Special Education seniors to help to keep them on track academically.

Worked closely with ESL parents to engage them in school culture and local community through coffee mornings and "Dads and Lads" activities

Wrote grants, planned and delivered after-school programs designed to boost attendance and attainment in school.

Volunteering Project Manager - September 2006 - March 2008

World Wide Volunteering, Leeds, United Kingdom

A national charity promoting both domestic and international volunteering to high school students and providing support throughout the process.

Developed enrichment program in religiously conservative Muslim school to expose young female students to the value and options of volunteer service. Assisted students through the application process.

Delivered presentations to groups students ranging from 5-500

Maintained accurate for reports to headquarters, schools and funders

Assistant Director- April - August 2006

Girl's Inc. Rochester, NH

Helped manage a highly active girl empowerment program for after school program for 30-40 girls aged 5-15.

Created a successful Counselor in Training program to provide the older girls with more responsibility.

Planned a creative timetable of activities for a busy summer camp program.

Recruited and trained volunteers, as well as monitoring their progress and development.

Maintained confidential records.

Volunteer Coordinator/ Program Staff- September 2002 - August 2006

Girl's Inc. Manchester, NH

Managed the Girl's Inc./Saint Anselm College partnership connecting college students with girls aged 5-15. Later became paid staff.

Recruited, placed and supported 20-30 college students to support educational, recreational and enrichment programs

Helped create opportunities to match student coursework with service activity

Ran programs including;

Cents and Sensibility: Money management and the economy.

Cover Girl: Explored exploitation of women in the media and issue of body image

Public Achievement: A youth democratic action program

EDUCATION AND QUALIFICATIONS

Bachelor of Arts, Criminal Justice

Saint Anselm College, Manchester, New Hampshire, USA

- Courses included: Juvenile Justice, Sociology, Minority Majority Relations, Psychology, Criminal Law

Shirley Woodward, JD, MPH

EXPERIENCE

Ascentria Care Alliance. Concord, NH.

Program Manager, Services for New Americans

November 2013-present

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

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

Program Officer, Population, Refugees, and Migration

September 2010-November 2013

Presidential Management Fellow

September 2008-September 2010

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

United Nations High Commissioner for Refugees. Nairobi, Kenya.

Resettlement Intern

May-July 2007

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

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

Gender-based Violence (GBV) Umbrella Grant Program Coordinator

February-July 2005

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

Save the Children/UK. Darfur, Sudan.

Gender-based Violence (GBV) Advisor

November-December 2004

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

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

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

September-October 2004

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

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

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

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

Health/Community Development Volunteer

June 1997-August 1999

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

EDUCATION AND PROFESSIONAL AFFILIATION

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

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

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

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

MPH, May 2002.

Brown University. Providence, RI.

AB with honors in Public Policy. May 1997.

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

Admitted to the Bar of the Commonwealth of Massachusetts

LANGUAGE

Proficient in French.

PUBLICATIONS

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

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

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

CONTRACTOR NAME: Ascentria Community Services, Inc.

Key Personnel

Oct-17 to Jun-18

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kelsey Forbes	Education Liaison	37,000	65%	\$18,074
Shirley Woodward	Program Manager	52,000	5%	\$1,950

Jul-18 to Jun-19

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kelsey Forbes	Education Liaison	37,000	65%	\$24,099
Shirley Woodward	Program Manager	52,000	5%	\$2,600

Jul-19 to Sep-19

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kelsey Forbes	Education Liaison	37,000	65%	\$6,025
Shirley Woodward	Program Manager	52,000	5%	\$650

Subject: Refugee School Impact Program (RFP-2018-OHE-01-REFUG-02)

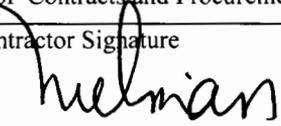
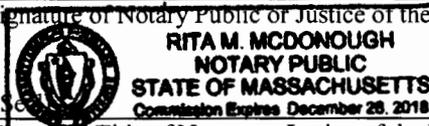
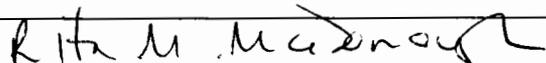
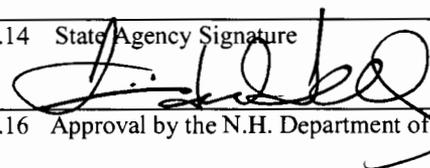
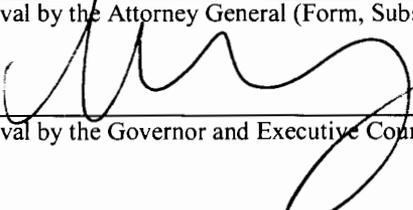
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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 St., 3 rd Floor Boston, MA 02116	
1.5 Contractor Phone Number 617-695-9990	1.6 Account Number 05-095-042-4220010-79220000-500731	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President & CEO	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>Feb 16, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace		Rita M. McDonough	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Trinidad Telloz, Director, Office of Health Equity	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yob - Attorney</u> <u>3/5/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall implement a Refugee School Impact (RSI) program to provide culturally appropriate school support to refugee students and their families in the Manchester and Nashua school districts.
- 1.4. The Contractor shall provide translation and interpretation services for refugee students and their families in languages that include, but are not limited to:
 - 1.4.1. Arabic.
 - 1.4.2. French.
 - 1.4.3. Hindi.
 - 1.4.4. Kiswahili.
 - 1.4.5. Nepali.
 - 1.4.6. Swahili.

2. Scope of Services

- 2.1. The Contractor shall provide services to elementary through high school aged refugees in the Manchester and Nashua School Districts, who have been resettled through the Contractor's Manchester Resettlement Program, and have been in the United States for less than one (1) year at the beginning of the school year. Refugees may include, but are not limited to:
 - 2.1.1. Asylees;
 - 2.1.2. Individuals who have special immigrant visas (SIVs);
 - 2.1.3. Other Office of Refugee Resettlement (ORR) defined eligible immigrants; or
 - 2.1.4. Secondary migrants if they move to the Manchester or Nashua communities.



Exhibit A

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- 2.2. The Contractor shall provide services to a minimum of one hundred and fifty (150) students that include, but are not limited to:
- 2.2.1. Enhanced registration services at the high school, middle school, and elementary school levels including, but not limited to:
 - 2.2.1.1. Coordinating deliveries of free backpacks and school supplies to students.
 - 2.2.1.2. Coordinating school tours.
 - 2.2.1.3. Facilitating the scheduling of tests and appointments with guidance departments.
 - 2.2.1.4. Coordinating transportation, as needed.
 - 2.2.2. Comprehensive school orientations for students, that include, but are not limited to:
 - 2.2.2.1. Enhanced school registrations.
 - 2.2.2.2. Age appropriate equivalent systems.
 - 2.2.2.3. Tutoring programs to assist students to complete assignments.
 - 2.2.2.4. Advocate services to obtain classroom support for students with academic or social challenges.
 - 2.2.3. Tutoring programs that focus on assisting students to understand and complete classroom and homework assignments.
 - 2.2.4. Mentoring programs and psycho-social support groups for students.
 - 2.2.5. One-on-one classroom support, for up to five (5) students per week, in both English and the student's native language.
 - 2.2.6. Leadership development activities including, but not limited to:
 - 2.2.6.1. Teamwork activities.
 - 2.2.6.2. Civic and engagement and volunteer activities.
 - 2.2.6.3. Peer mentoring and advocacy.
 - 2.2.7. Liaison services to provide linguistic support to students and cultural orientations to staff.
 - 2.2.8. After-school and summer programs that support remedial work and/or promote school readiness, which include but are not limited to:
 - 2.2.8.1. Two (2) summer field trips to area museums, historical locations, or institutes of higher education.
 - 2.2.8.2. Four (4) trips to outdoor recreational areas.
 - 2.2.8.3. One (1) summer art project.



Exhibit A

-
- 2.2.8.4. Summer tutoring and study support that promotes school readiness.
- 2.3. The Contractor shall provide support services to parents of refugee students in order that parents may assist students with school-related activities, that include but are not limited to:
- 2.3.1. Orientations for parent of students to facilitate parental interaction with the school system., which includes, but is not limited to:
- 2.3.1.1. Guiding parents through the school system.
- 2.3.1.2. Explaining school academic testing practices.
- 2.3.1.3. Explaining homework expectations.
- 2.3.1.4. Explaining how to read student reports.
- 2.3.1.5. Providing an introduction to post-secondary education options.
- 2.3.1.6. Providing training and orientation relative to school culture and expectations.
- 2.3.1.7. Scheduling one-on one in-person meetings with IINE-Manchester staff to:
- 2.3.1.7.1. Discuss school placements.
- 2.3.1.7.2. Review the roles of parents, teachers, and students.
- 2.3.2. Accompanying parents to school open house sessions to:
- 2.3.2.1. Explain student schedules.
- 2.3.2.2. Introduce parents and teachers.
- 2.3.2.3. Orient parents to classrooms and resources.
- 2.3.2.4. Provide translation services as needed.
- 2.3.3. Explaining procedures for transporting students to school, including bus enrollment.
- 2.3.4. Completing student enrollment in schools and related programs, including but not limited to:
- 2.3.4.1. School lunch programs.
- 2.3.4.2. Afterschool programs
- 2.4. The Contractor shall be available to provide tutoring, language and translation services for students and their parents at the Manchester office location from 3:00 PM to 8:00 PM at least three school days per week. The Contractor shall ensure services include, but are not limited to:
- 2.4.1. Homework assistance.



Exhibit A

-
- 2.4.2. English language practice groups.
 - 2.4.3. Basic social services support.
 - 2.5. The Contractor shall assist refugee families to engage in community and family supports, that include but are not limited to:
 - 2.5.1. Accessing schools at regularly scheduled intervals, including parent-teacher conferences.
 - 2.5.2. Accessing computer and internet services.
 - 2.5.3. Ability to attend a minimum of four (4) Family Literacy Night events.
 - 2.5.4. Access to support services through referrals for:
 - 2.5.4.1. Case management.
 - 2.5.4.2. Housing assistance.
 - 2.5.4.3. Health services.
 - 2.5.4.4. Mental health services.
 - 2.6. The Contractor shall provide services to school personnel in the Manchester and Nashua school system, including, but not limited to:
 - 2.6.1. Linguistic and cultural competence training for school personnel.
 - 2.6.2. Four (4) informational sessions on topics as they relate to refugee students, including, but not limited to:
 - 2.6.2.1. Dietary needs.
 - 2.6.2.2. Religious holidays.
 - 2.6.2.3. Literacy rates.
 - 2.6.2.4. Respective challenges.
 - 2.6.2.5. Family dynamics.
 - 2.6.2.6. Relevant community services.
 - 2.7. The Contractor shall partner with a variety of Ethnic Community Based Organizations (ECBO's), to assist with outreach, in order to encourage parent involvement in schools and the community.
 - 2.8. The Contractor shall provide communication assistance, at no cost and in a timely manner, to all limited English-proficient and deaf or hard of hearing student refugees and their parents. The Contractor shall ensure communication assistance includes, but is not limited to:
 - 2.8.1. Posting 'I Speak' signage in the Manchester office reception area.
 - 2.8.2. Conducting intake meetings with refugee families to:
 - 2.8.2.1. Verify information provided from overseas.
 - 2.8.2.2. Identify and note preferred languages.



-
- 2.8.3. Explaining and translating procedures for filing a discrimination complaint.

3. Staffing

- 3.1. The Contractor shall maintain a diverse staff that reflects the demographics of the population served.
- 3.2. The Contractor shall ensure staff is trained in federal civil rights laws compliance, including, but not limited to, policies and procedures for handling discrimination complaints.
- 3.3. The Contractor shall ensure staff includes, but is not limited to:
- 3.3.1. One (1) Arab Youth and Parent Liaison who will work in collaboration with the Manchester School District.
- 3.3.2. One (1) Nepalese Youth and Parent Liaison who will work in collaboration with the Manchester School District
- 3.3.3. One (1) Part-Time Program Director (.10-.20 FTE) to oversee program operations.
- 3.4. The Contractor shall ensure each employee and volunteer providing services to students in this agreement completes the forms as follows:
- 3.4.1. The State of NH Criminal Background Check form. The Contractor shall:
- 3.4.1.1. Ensure the form and payments of associated fees are submitted to the Department of Safety for processing.
- 3.4.1.2. Ensure results received from the Department of Safety are on file, on premises and available to the Department upon request.
- 3.5. The Contractor shall meet with the Department a minimum of one (1) time per month to provide updates on progress toward meeting performance measures, program goals and program objectives.



4. Reporting

- 4.1. The Contractor shall provide narrative reports with a summary of project outcomes to the Department no later than the fifteenth (15th) day of the month following the close of the reporting period in Subsection 4.2, Table 1.
- 4.2. Table 1

Reporting Period	Trimester Report Due Date
10/1/2017 – 1/31/2018	2/15/2018
2/1/2018 – 5/31/2018	6/15/2018
6/1/2018 – 9/30/2018	10/15/2018
10/1/2018 – 1/31/2019	2/15/2019
2/1/2019 – 5/31/2019	6/15/2019
6/1/2019 – 9/30/2019	10/15/2019

5. Deliverables

- 5.1. The Contractor shall address academic and social needs of refugee students in the Manchester and Nashua School Districts beginning no later than ten (10) days after the contract effective date.
- 5.2. The Contractor shall provide services to a minimum of one hundred fifty (150) students and their families.

6. Performance Measures

- 6.1. The Contractor shall ensure that:
- 6.1.1. At least 90% of refugee families served complete the New Refugee School Orientation Program.
 - 6.1.2. 90% of the parents of refugee students participate in at least one (1) parent/teacher conference.
 - 6.1.3. 90% of the parents of refugee students participate in at least one (1) school Open House event.
 - 6.1.4. 85% of refugee families participate in at least one (1) Family Literacy event.
- 6.2. The Contractor shall develop and submit a corrective action plan for any performance measure not achieved on a monthly basis.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the US Department of Health and Human Services, Federal Office of Refugee Resettlement, US Department of Health and Human Services, Federal Office of Refugee Resettlement, Refugee School Impact (RSI) Program, CFDA #93.566.
2. The State shall pay the contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A Scope of Services, in accordance with Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3, Budget.
4. Payment for services provided in accordance with Exhibit A, shall be made as follows:
 - 4.1. Payments shall be made on a cost reimbursement basis only for allowable costs, expenses and fees identified in Exhibit B-1, Budget; Exhibit B-2, Budget and Exhibit B-3, Budget.
 - 4.2. Allowable costs and expenses shall include only those expenses detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
 - 4.3. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. 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.
 - 4.5. The Contractor shall submit a final invoice to the State no later than forty (40) days after the contract completion date identified in Form P-37, Block 1.7 Completion Date.
 - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: Barbara.seebart@dhhs.nh.gov. Otherwise, invoices shall be mailed to:
Department of Health and Human Services
Division of Office of Health Equity
97 Pleasant Street
Concord, NH 03301
 - 4.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

JT

Exhibit B-2 Budget

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

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee School Impact Program
 Budget Period: State Fiscal Year 2019

1. Total Salary/Wages	\$	30,354.00	\$	30,354.00	\$	-	\$	-	\$	30,354.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	30,354.00
2. Employee Benefits	\$	6,981.42	\$	6,981.42	\$	-	\$	-	\$	6,981.42	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,981.42
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
5. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lab	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Office	\$	629.96	\$	629.96	\$	-	\$	-	\$	629.96	\$	-	\$	-	\$	-	\$	-	\$	-	\$	629.96
6. Travel	\$	1,800.00	\$	1,800.00	\$	-	\$	-	\$	1,800.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,800.00
7. Occupancy	\$	1,879.00	\$	1,879.00	\$	-	\$	-	\$	1,879.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,879.00
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage	\$	7.85	\$	7.85	\$	-	\$	-	\$	7.85	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7.85
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)	\$	14.44	\$	14.44	\$	-	\$	-	\$	14.44	\$	-	\$	-	\$	-	\$	-	\$	-	\$	14.44
Recurring	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Indirect As A Percent of Direct	\$	-	\$	8,333.33	\$	-	\$	-	\$	8,333.33	\$	-	\$	-	\$	-	\$	-	\$	-	\$	8,333.33
TOTAL	\$	41,666.87	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	41,666.87	\$	50,000.00										
Indirect As A Percent of Direct				20.0%																		

Contractor Initials: JT
 Date: 2/16/18

Exhibit B-3 Budget

New Hampshire Department of Health and Human Services										
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Bidder/Program Name: International Institute of New England										
Budget Request for: Refugee School Impact Program										
Budget Period: State Fiscal Year 2020										
0.75										
1. Total Salary/Wages	\$	7,588.50	\$	-	\$	7,588.50	\$	-	\$	7,588.50
2. Employee Benefits	\$	1,745.36	\$	-	\$	1,745.36	\$	-	\$	1,745.36
3. Consultants	\$	-	\$	-	\$	-	\$	-	\$	-
4. Equipment	\$	-	\$	-	\$	-	\$	-	\$	-
5. Rental	\$	-	\$	-	\$	-	\$	-	\$	-
6. Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-
7. Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-
8. Supplies	\$	-	\$	-	\$	-	\$	-	\$	-
9. Educational	\$	-	\$	-	\$	-	\$	-	\$	-
10. Lab	\$	-	\$	-	\$	-	\$	-	\$	-
11. Pharmacy	\$	-	\$	-	\$	-	\$	-	\$	-
12. Medical	\$	-	\$	-	\$	-	\$	-	\$	-
13. Office	\$	157.49	\$	-	\$	157.49	\$	-	\$	157.49
14. Travel	\$	450.00	\$	-	\$	450.00	\$	-	\$	450.00
15. Occupancy	\$	469.75	\$	-	\$	469.75	\$	-	\$	469.75
16. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
17. Telephone	\$	-	\$	-	\$	-	\$	-	\$	-
18. Postage	\$	1.96	\$	-	\$	1.96	\$	-	\$	1.96
19. Subscriptions	\$	-	\$	-	\$	-	\$	-	\$	-
20. Audit and Legal	\$	-	\$	-	\$	-	\$	-	\$	-
21. Insurance	\$	-	\$	-	\$	-	\$	-	\$	-
22. Board Expenses	\$	-	\$	-	\$	-	\$	-	\$	-
23. Software	\$	-	\$	-	\$	-	\$	-	\$	-
24. Marketing/Communications	\$	-	\$	-	\$	-	\$	-	\$	-
25. Staff Education and Training	\$	-	\$	-	\$	-	\$	-	\$	-
26. Subcontracts/Agreements	\$	-	\$	-	\$	-	\$	-	\$	-
27. Other (specific details mandatory)	\$	-	\$	-	\$	-	\$	-	\$	-
28. Recruiting	\$	3.61	\$	-	\$	3.61	\$	-	\$	3.61
29. Indirect As A Percent of Direct	\$	-	\$	2,083.33	\$	2,083.33	\$	-	\$	2,083.33
TOTAL	\$	10,416.87	\$	2,083.33	\$	12,500.00	\$	2,083.33	\$	12,500.00
Indirect As A Percent of Direct				20.0%						



 Contractor Initials: _____

 Date: 2/16/18



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

The Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

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

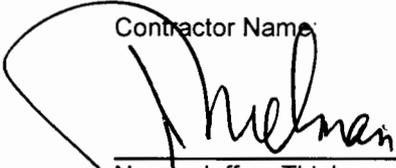


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

2/16/18
Date

Contractor Name

Name: Jeffrey Thielman
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

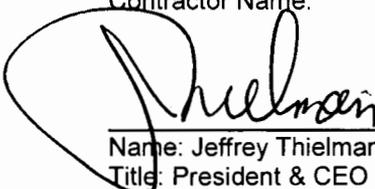
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

2/16/18
Date

Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

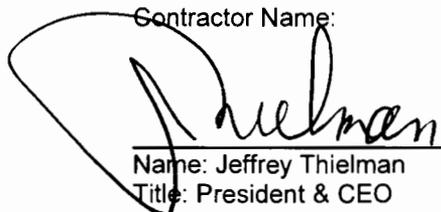
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

2/16/18
Date

Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

JT

2/16/18

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

2/16/18
Date

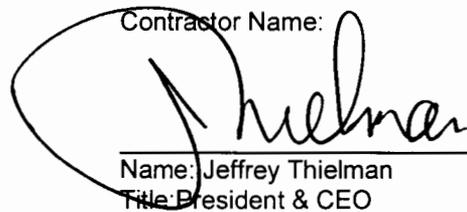
Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO

Exhibit G

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

Contractor Initials

JT

Date

2/16/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

2/16/18
Date

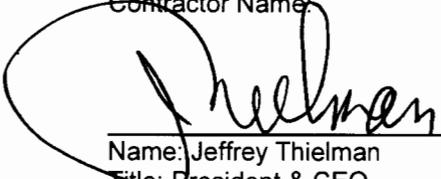
Contractor Name

Name: Jeffrey Thielman
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

(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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, 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 of Authorized Representative
Trinidad Teller
 Name of Authorized Representative

 Director, Office of Health Equity
 Title of Authorized Representative

 2/28/18
 Date

International Institute of New England, Inc
 Name of the Contractor

 Signature of Authorized Representative
 Jeffrey Thielman
 Name of Authorized Representative

 President and CEO
 Title of Authorized Representative

 2/16/18
 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:

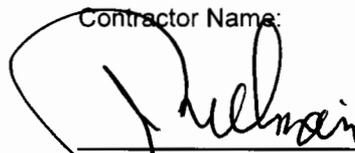
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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.

2/16/18
Date

Contractor Name:

Name: Jeffrey Thielman
Title: President & CEO



FORM A

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

1. The DUNS number for your entity is: 94845997
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: _____



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

JT
2/14/18



by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
6. 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 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.

CERTIFICATE OF VOTE

I, Deborah Shufrin, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of International Institute of New England, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on December 1, 2015:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of February, 2018.
(Date Contract Signed)

4. Jeffrey Thielman is the duly elected President and CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

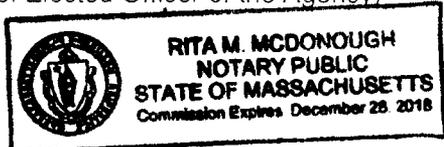

(Signature of the Elected Officer)

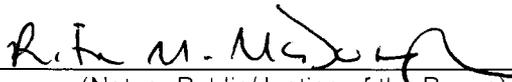
STATE OF MASSACHUSETTS

County of MA

The forgoing instrument was acknowledged before me this 26th day of Feb, 2018.

By Deborah Shufrin
(Name of Elected Officer of the Agency)




(Notary Public/Justice of the Peace)

Commission Expires: 12.28.18



MISSION

We create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship

VISION

Refugees and immigrants are able to realize their dreams and contribute to New England's growth and prosperity.

TAGLINE

Establishing generations of Americans since 1918.

VALUES

- Empathy, compassion and respect for all we serve and each other
- Diversity and inclusion in our workplace, leadership and communities
- Continuous improvement and a relentless focus on successful, data-driven outcomes, one individual at a time
- Collaboration and partnership with each other and our stakeholders
- Self-sufficiency for the people we serve and for our organization
- Fearless commitment to our humanitarian mission

**INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.
AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS
SEPTEMBER 30, 2017 AND 2016**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Contents
September 30, 2017 and 2016

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Combined Statements of Activities and Changes in Net Assets	3
Combined Statements of Cash Flows	4
Combined Statements of Functional Expenses	5 - 6
Notes to Combined Financial Statements	7 - 14



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. and Affiliate:

Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of International Institute of New England, Inc. and Affiliate (Massachusetts nonprofit corporations), which comprise the combined statements of financial position as of September 30, 2017 and 2016, and the related combined statements of activities and changes in net assets, cash flows and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Combined Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of International Institute of New England, Inc. and Affiliate as of September 30, 2017 and 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Alexander, Brown, Pinning & Co., P.C.
Wellesley, Massachusetts
February 13, 2018

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Combined Statements of Financial Position
September 30, 2017 and 2016

Assets	2017	2016
Current Assets:		
Cash	\$ 556,708	\$ 897,308
Current portion of investments	750,000	-
Grants, contracts and other receivables	877,107	763,475
Prepaid expenses and other	25,592	27,203
Total current assets	2,209,407	1,687,986
Investments, net of current portion	6,970,148	8,129,057
Property and Equipment, net	1,895,902	2,080,248
Security Deposits	96,742	92,764
Total assets	<u>\$ 11,172,199</u>	<u>\$ 11,990,055</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 28,458	\$ 388,266
Accrued expenses	308,445	311,762
Current portion of lease incentive	110,782	110,782
Deferred revenue	33,496	37,409
Total current liabilities	481,181	848,219
Deferred Rent and Lease Incentive, net of current portion	1,032,847	1,063,224
Total liabilities	<u>1,514,028</u>	<u>1,911,443</u>
Net Assets:		
Unrestricted:		
Operating	8,656,892	9,290,166
Property and equipment	917,328	762,999
Total unrestricted	9,574,220	10,053,165
Temporarily restricted	83,951	25,447
Total net assets	<u>9,658,171</u>	<u>10,078,612</u>
Total liabilities and net assets	<u>\$ 11,172,199</u>	<u>\$ 11,990,055</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Combined Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2017 and 2016

	2017			2016		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues:						
Contract services	\$ 3,734,238	\$ -	\$ 3,734,238	\$ 4,075,093	\$ -	\$ 4,075,093
Donated goods and services	982,384	-	982,384	786,536	-	786,536
Grants and contributions	347,438	342,080	689,518	83,517	139,895	223,412
Special events	230,147	-	230,147	93,659	-	93,659
Interest and dividends	155,701	-	155,701	181,501	-	181,501
United Way allocation	122,876	-	122,876	115,679	-	115,679
Miscellaneous	8,754	-	8,754	32,279	-	32,279
Net assets released from program restrictions	283,576	(283,576)	-	240,744	(240,744)	-
Total revenues	<u>5,865,114</u>	<u>58,504</u>	<u>5,923,618</u>	<u>5,609,008</u>	<u>(100,849)</u>	<u>5,508,159</u>
Expenses:						
Program services	5,076,770	-	5,076,770	4,422,262	-	4,422,262
General and administrative	1,333,900	-	1,333,900	1,259,198	-	1,259,198
Fundraising	571,126	-	571,126	317,974	-	317,974
Total expenses	<u>6,981,796</u>	<u>-</u>	<u>6,981,796</u>	<u>5,999,434</u>	<u>-</u>	<u>5,999,434</u>
Changes in net assets from operations	(1,116,682)	58,504	(1,058,178)	(390,426)	(100,849)	(491,275)
Net Investment Gain	637,737	-	637,737	605,431	-	605,431
Capital Grants	-	-	-	-	93,912	93,912
Net Assets Released from Capital Restrictions	-	-	-	93,912	(93,912)	-
Changes in net assets	(478,945)	58,504	(420,441)	308,917	(100,849)	208,068
Net Assets:						
Beginning of year	<u>10,053,165</u>	<u>25,447</u>	<u>10,078,612</u>	<u>9,744,248</u>	<u>126,296</u>	<u>9,870,544</u>
End of year	<u>\$ 9,574,220</u>	<u>\$ 83,951</u>	<u>\$ 9,658,171</u>	<u>\$ 10,053,165</u>	<u>\$ 25,447</u>	<u>\$ 10,078,612</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Combined Statements of Cash Flows
For the Years Ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ (420,441)	\$ 208,068
Adjustments to reconcile changes in net assets to net cash used in operating activities:		
Net investment gain	(637,737)	(605,431)
Depreciation	242,502	54,180
Amortization of lease incentive	(110,784)	(18,464)
Capital grants	-	(93,912)
Changes in operating assets and liabilities:		
Grants, contracts and other receivables	(208,132)	(212,806)
Prepaid expenses and other	1,611	83
Security deposits	(3,978)	(86,764)
Accounts payable	(37,417)	19,025
Accrued expenses	(3,317)	61,691
Deferred revenue	(3,913)	27,970
Deferred rent	80,407	84,648
	<u>(1,101,199)</u>	<u>(561,712)</u>
Net cash used in operating activities		
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	1,200,050	7,129,454
Acquisition of property and equipment	(380,547)	(1,757,029)
Investment purchases	(153,404)	(4,610,594)
Decrease in cash - escrow	-	500,000
Unrelated business income taxes paid	-	(1,231,525)
	<u>666,099</u>	<u>30,306</u>
Net cash provided by investing activities		
Cash Flows from Financing Activities:		
Proceeds from lease incentive	94,500	1,013,322
Capital grants	-	93,912
	<u>94,500</u>	<u>1,107,234</u>
Net cash provided by financing activities		
Net Change in Cash	(340,600)	575,828
Cash:		
Beginning of year	<u>897,308</u>	<u>321,480</u>
End of year	<u>\$ 556,708</u>	<u>\$ 897,308</u>
Supplemental Disclosure of Cash Flow Information:		
Property and equipment financed through accounts payable	<u>\$ -</u>	<u>\$ 322,391</u>
Cash paid for unrelated business income taxes	<u>\$ -</u>	<u>\$ 1,231,525</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Combined Statement of Functional Expenses

For the Year Ended September 30, 2017

(With Summarized Comparative Totals for the Year Ended September 30, 2016)

	2017			2016	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 2,210,479	\$ 686,126	\$ 246,974	\$ 3,143,579	\$ 2,614,857
Donated services	736,001	81,008	13,461	830,470	693,850
Payroll taxes and fringe benefits	344,318	112,720	38,709	495,747	380,057
Purchased and contracted services	63,900	91,435	66,590	221,925	299,706
Staff training	8,373	3,859	1,782	14,014	-
Recruitment	1,501	4,952	150	6,603	23,034
Total personnel and related	<u>3,364,572</u>	<u>980,100</u>	<u>367,666</u>	<u>4,712,338</u>	<u>4,011,504</u>
Occupancy:					
Rent and utilities	406,288	74,628	32,490	513,406	389,172
Depreciation	134,742	30,542	14,373	179,657	24,146
Equipment rental	12,878	-	-	12,878	12,414
Repairs and maintenance	200	3,478	-	3,678	10,895
Total occupancy	<u>554,108</u>	<u>108,648</u>	<u>46,863</u>	<u>709,619</u>	<u>436,627</u>
Other:					
Client assistance	792,768	-	-	792,768	1,029,865
Donated goods	151,914	-	-	151,914	92,686
Professional fees	-	121,199	-	121,199	89,455
Special events	-	-	104,996	104,996	61,937
Supplies and materials	39,461	43,141	1,916	84,518	81,561
Travel, meetings and conferences	46,068	17,935	9,598	73,601	51,897
Depreciation	44,180	9,726	8,939	62,845	30,034
Telephone	49,022	6,258	2,298	57,578	41,544
Insurance	18,383	27,196	-	45,579	45,029
Miscellaneous	3,326	16,993	-	20,319	3,711
Printing	3,014	157	15,179	18,350	5,755
Dues and subscriptions	1,300	1,118	9,967	12,385	12,441
Storage	7,351	-	-	7,351	2,303
Postage	1,303	1,429	3,704	6,436	3,085
Total other	<u>1,158,090</u>	<u>245,152</u>	<u>156,597</u>	<u>1,559,839</u>	<u>1,551,303</u>
Total expenses	<u>\$ 5,076,770</u>	<u>\$ 1,333,900</u>	<u>\$ 571,126</u>	<u>\$ 6,981,796</u>	<u>\$ 5,999,434</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Combined Statement of Functional Expenses
For the Year Ended September 30, 2016

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
Personnel and Related:				
Salaries	\$ 1,852,580	\$ 655,462	\$ 106,815	\$ 2,614,857
Donated services	557,583	109,868	26,399	693,850
Payroll taxes and fringe benefits	320,791	41,150	18,116	380,057
Purchased and contracted services	90,553	146,039	63,114	299,706
Recruitment	5,188	17,796	50	23,034
	<u>2,826,695</u>	<u>970,315</u>	<u>214,494</u>	<u>4,011,504</u>
Occupancy:				
Rent and utilities	276,332	95,936	16,904	389,172
Depreciation	18,109	4,105	1,932	24,146
Equipment rental	12,414	-	-	12,414
Repairs and maintenance	763	10,132	-	10,895
	<u>307,618</u>	<u>110,173</u>	<u>18,836</u>	<u>436,627</u>
Other:				
Client assistance	1,029,865	-	-	1,029,865
Donated goods	92,686	-	-	92,686
Professional fees	-	89,455	-	89,455
Special events	-	-	61,937	61,937
Supplies and materials	47,553	31,641	2,367	81,561
Travel, meetings and conferences	32,782	15,774	3,341	51,897
Depreciation	18,361	7,408	4,265	30,034
Telephone	39,886	1,658	-	41,544
Insurance	15,360	29,455	214	45,029
Miscellaneous	2,368	843	500	3,711
Printing	-	-	5,755	5,755
Dues and subscriptions	5,781	1,250	5,410	12,441
Storage	2,303	-	-	2,303
Postage	1,004	1,226	855	3,085
	<u>1,287,949</u>	<u>178,710</u>	<u>84,644</u>	<u>1,551,303</u>
Total other	<u>1,287,949</u>	<u>178,710</u>	<u>84,644</u>	<u>1,551,303</u>
Total expenses	<u>\$ 4,422,262</u>	<u>\$ 1,259,198</u>	<u>\$ 317,974</u>	<u>\$ 5,999,434</u>

The accompanying notes are an integral part of these combined statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

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 2017 and 2016, there were approximately 1,920 and 1,700 unduplicated people, respectively, from approximately 70 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.

Community Lending Corporation (CLC) was a community-based nonprofit corporation established to provide financing, technical assistance and business support services to underserved populations. The Institute was the sole member of CLC. The Institute and CLC shared three common Board members and their President. CLC had limited activity for the year ended September 30, 2016. During fiscal year 2016, CLC was dissolved and its remaining assets and liabilities were transferred to the Institute.

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

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute and CLC (collectively, the Organization) prepare their combined 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).

Principles of Combination

The combined financial statements include the accounts of the Institute and CLC. All significant inter-company transactions and balances have been eliminated.

Combined 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 operating revenues and expenses in the accompanying combined statements of activities and changes in net assets. Non-operating activity represents capital and investment related activity.

Estimates

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

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>2017</u>	<u>2016</u>
Leasehold improvements	Lesser of life of lease or 10 years	\$ 1,806,868	\$ 1,770,198
Furniture and equipment	3 - 10 years	366,173	712,910
Vehicles	5 years	<u>23,064</u>	<u>35,064</u>
		2,196,105	2,518,172
Less - accumulated depreciation		<u>300,203</u>	<u>437,924</u>
Net property and equipment		<u>\$ 1,895,902</u>	<u>\$ 2,080,248</u>

Depreciation expense was \$242,502 and \$54,180 for the years ended September 30, 2017 and 2016, 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, 2017 or 2016.

Cash

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

Fair Value Measurements

The Organization 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 Organization would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Organization 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 Organization. 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. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

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 Organization 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 Organization'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, 2017 and 2016, the Organization had no plans to sell this investment.

Revenue Recognition

Grants and contributions that have no donor restrictions are recognized as unrestricted revenue upon receipt or when unconditionally pledged. Contract service revenue is recognized when services are performed and costs are incurred.

Donor restricted grants and contributions are recorded as temporarily restricted revenue when received or unconditionally pledged. When a donor restriction is met, (i.e. when a purpose restriction is met or a time restriction ends), temporarily restricted net assets are transferred to unrestricted net assets as net assets released from restrictions.

Special event revenue is recorded at the time of the event; however, contributions unconditionally pledged in support of the special event are recorded as special event revenue at the time of the pledge. All other income is recorded as earned.

Expense Allocations

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Donated Goods and Services

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

	<u>2017</u>	<u>2016</u>
Donated services	\$ 830,470	\$ 693,850
Donated goods	<u>151,914</u>	<u>92,686</u>
	<u>\$ 982,384</u>	<u>\$ 786,536</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 Organization accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying combined financial statements.

Subsequent Events

Subsequent events have been evaluated through February 13, 2018, which is the date the combined financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the combined financial statements.

Deferred Revenue

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

Income Taxes

The Organization 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 combined financial statements regarding a tax position taken or expected to be taken in a tax return. The Organization has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the combined financial statements at September 30, 2017 or 2016.

Net Assets

Unrestricted Net Assets:

Unrestricted net assets are those net resources that bear no external restrictions and are generally available for use by the Organization. The Organization has grouped its unrestricted net assets into the following categories:

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

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

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets (Continued)

Temporarily Restricted Net Assets:

The Organization receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as temporarily restricted net assets until they are either expended for their designated purposes or as the time restrictions lapse. Temporarily restricted net assets as of September 30, 2017 and 2016, 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 did not make any contributions to the plan during the years ended September 30, 2017 and 2016.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 1) in the accompanying statements of financial position, are as follows:

<u>2017</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash	\$ 775,745	\$ -	\$ -	\$ 775,745
Mutual Funds	<u>5,840,283</u>	<u>-</u>	<u>-</u>	<u>5,840,283</u>
	<u>\$ 6,616,028</u>	<u>\$ -</u>	<u>\$ -</u>	6,616,028
Limited liability partnership (see below)				<u>1,104,120</u>
Total investments				<u>\$ 7,720,148</u>
<u>2016</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash	\$ 115,773	\$ -	\$ -	\$ 115,773
Mutual Funds	<u>6,998,707</u>	<u>-</u>	<u>-</u>	<u>6,998,707</u>
	<u>\$ 7,114,480</u>	<u>\$ -</u>	<u>\$ -</u>	7,114,480
Limited liability partnership (see below)				<u>1,014,577</u>
Total investments				<u>\$ 8,129,057</u>

In accordance with ASU 2015-07, the Organization'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 table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the combined statements of financial position (see Note 1).

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

4. INVESTMENTS

Investments are reported in the accompanying combined 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, 2017, \$750,000 of investments were reported as current as management's intent is to use these funds for fiscal year 2018 operations. As of September 30, 2016, all investments have been reported as long-term.

Net investment gains consist of:

	<u>2017</u>	<u>2016</u>
Unrealized gain on investments	\$ 552,574	\$ 621,613
Realized gain (loss) on investments	<u>85,163</u>	<u>(16,182)</u>
Net investment gain	<u>\$ 637,737</u>	<u>\$ 605,431</u>

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

5. CONCENTRATIONS

The Organization maintains its cash balances with several banks. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Organization has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Organization has not experienced any losses in such accounts.

Funding agencies and donors exceeding 10% of the Organization's operating revenue or accounts and grant receivable as of and for the years ended September 30, 2017 and 2016, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Grants, Contracts and Other Receivables %</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
U.S. Committee for Refugees and Immigrants	28%	34%	10%	41%
Commonwealth of Massachusetts	23%	19%	43%	32%
State of New Hampshire	8%	9%	10%	3%

6. FUNDING

The Organization received approximately \$2,918,000 and \$3,465,000 of its funding from government agencies for the years ended September 30, 2017 and 2016, 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 Organization as of September 30, 2017 and 2016, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through November 2020. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

7. LEASE AGREEMENTS (Continued)

In August 2016, the Institute entered into an agreement to lease new administrative and program space in Boston, Massachusetts through July 2026. Initial monthly lease payments are \$38,788 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, 2017 and 2016, deferred rent was \$165,055 and \$84,648, respectively, and is included in deferred rent and lease incentive in the accompanying combined 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 made in fiscal year 2016. This improvement allowance is reported as a liability and is being amortized over the lease term as a reduction in the rent expense. The improvement allowance is included in deferred rent and lease incentives in the accompanying combined statements of financial position. In the accompanying September 30, 2016 combined statement of financial position, \$94,500 of this improvement allowance is included in grants, contracts and other receivables. Amortization of the lease incentive was \$110,784 and \$18,464 during the years ended September 30, 2017 and 2016, respectively, and is included in rent and utilities in the accompanying combined statements of functional expenses.

In May 2015, the Institute sold its building. As part of the sale agreement, the Institute entered into a one-year leaseback agreement with the new owner for certain space in the building. Monthly lease payments under the agreement were \$23,544. The Institute was responsible for certain operating costs as defined in the agreement. Rent paid for the year ended September 30, 2016, was \$178,479, which is included in rent and utilities in the accompanying fiscal year 2016 combined statement of functional expenses.

As part of the leaseback agreement, the Institute was required to deposit \$500,000 in a rent holdback escrow account. This escrow deposit was refunded to the Institute in fiscal year 2016.

Rent expense under all leases was approximately \$496,000 and \$389,000 for the years ended September 30, 2017 and 2016, respectively, which is included in rent and utilities on the accompanying combined statements of functional expenses.

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

2018	\$ 568,943
2019	\$ 538,122
2020	\$ 551,755
2021	\$ 524,456
2022	\$ 528,749

8. RELATED PARTY TRANSACTIONS

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

The Chief Financial Officer (CFO) of the Institute is also the Treasurer of the Organization.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. AND AFFILIATE

Notes to Combined Financial Statements
September 30, 2017 and 2016

9. RECLASSIFICATIONS

Certain amounts in the fiscal year 2016 combined financial statements have been reclassified to conform with the fiscal year 2017 presentation.



International Institute of New England, Inc.

Board of Directors

Douglas Bailey, Director

Zoltan Csimma, Board Chair

Jean Franchi, Director

Ginger Gregory, Director

Amy Hsuan, Director

Stephen Kasmouski, Director

William Krause, Director

Shari Loessberg, Director

Rita McDonough, Treasurer (non-voting)

Frederick Millham, Director

Deborah Shufrin, Director

Jeffrey Thielman, President and CEO (non-voting)

Michael Wyzga, Director

Michelle R. Keohane

Objective To assist refugee and immigrant populations and to help them become self-sufficient as quickly as possible.

Qualifications

- Ability to work in a fast-paced environment efficiently and smoothly
- Experience in working with diverse populations
- Proven ability to identify, analyze, and solve problems
- Meticulous worker; attentive to quality and detail
- Ability to collaborate and work well independently and as part of a team
- Ability to multitask
- Excellent verbal and written communication skills

EDUCATION

September 2012-May 2016: Fitchburg State University (Fitchburg, MA)

- Earned B.S. in Political Science with minors in International Studies and Sociology
- Graduated magna cum laude
- Member of Pi Sigma Alpha (Political Science Honors Society)
- Named Outstanding Student in Political Science, 2016
- Recipient of the Who's Who Among Students award, 2015 & 2016

WORK EXPERIENCE

September 2016-present: International Institute of New England (Boston, MA & Manchester, NH)

Case Specialist

- Helps to procure and set up housing for newly arrived refugees
- Provides comprehensive case management services to clients including case planning, home visiting, program enrollment, advocacy, and coordination of core services appointments.
- Troubleshoots and problem-solves case-related issues
- Develops and maintains relationships with community service providers
- Keeps professional documentation in central database of interactions had and services with clients

August 2014-June 2017: Workers Credit Union (Townsend, MA)

Teller

- Provides service to members by conducting appropriate transactions, including: deposits, withdrawals, loan payments, official checks, and bond redemptions;
- Knowledge of various federal regulations including the Bank Secrecy Act, Regulation CC, Regulation D, and more;
- Strict compliance with disclosure requirements and consumer privacy policies;
- Formally recognized for having twelve consecutive months of perfect balancing
- Awarded Teller of the Month in July 2016 for having highest trending percentage towards referral goal throughout the credit union

January 2016-May 2016: Refugee and Immigrant Assistance Center (Worcester, MA)

Case Management Intern

- Worked closely with other local and state agencies including the DTA, SSA, Ascentria, and more;
- Became familiar with local social services and assisted clients in accessing them;
- Brought clients to medical appointments and helped enroll their children in school;
- Learned greetings in Arabic, French, Swahili, and Nepali to help bridge language barriers between myself and clients.

July 2011-September 2014: Shaw's Supermarkets (Leominster, MA)

Customer Service Representative

- Exhibited excellent customer service
- Handled cash through check cashing and money transfers
- Knowledgeable about products and policies
- Strong sense of honesty, integrity, and accuracy

August 2012-December 2012: Law Office of Sheila C. Harrington (Groton, MA)

Campaign Intern

- Helped organize the Nashoba Valley Job Fair
- Wrote contribution letters and organized phone lists
- Sent out emails on behalf of Candidate Harrington
- Developed a stronger understanding of state-level politics

References

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508-756-7557

Mark Lozier
Branch Manager
mlozier@wcu.com
617-413-9903

EXECUTIVE SUMMARY

Innovative non-profit leader with experience in large and small organizations focused on organizational development and shaping dedicated teams with a shared vision:

- Opened and established two field offices for national organizations in New York and Montana.
 - Coordinated delivery of services across multiple social service agencies, government offices, and community partners.
 - Strategically managed staff growth of 200 over a two-year period for a \$22 million international organization serving sub-Saharan Africa.
 - Increased service capacity and grew annual budget from \$600,000 to \$4 million for a mid-size non-profit.
-

EMPLOYMENT HISTORY

Program Director, Manchester, International Institute of New England March 2017 – Present
Manchester, New Hampshire

Lead program staff in the delivery of services to refugees and immigrants throughout Southern New Hampshire with a focus on strengthening program management.

Executive Director, International Rescue Committee in Missoula July 2016 – February 2017
Missoula, Montana

Established and lead a new office with a comprehensive approach to community relations, program compliance, client service delivery, and strategic planning.

- Established the foundations of a refugee resettlement program in the State of Montana.
- Engaged with community leaders, local service providers, and local government to prepare for and welcome refugees.
- Developed operational policies to inform program compliance and accountability.
- Engaged public through events, educational settings, information forums, and media outlets to raise awareness and dispel misinformation about the refugee resettlement program.
- Created a structured mentoring program to connect volunteer with newly arriving refugee families to support community integration.

Deputy Director for Administration, CWS Africa October 2014 – July 2016
Nairobi, Kenya

Led and managed administrative team of 35 staff in human resources, finance, information technology, logistics, and property management to support operations across sub-Saharan Africa.

- Locally integrated a new Job Classification System to support performance management programs across platforms.
- Oversaw the implementation of a new Human Resource Information System.
- Coordinated the opening of a satellite office in Kasulu, Tanzania.
- Oversaw the development and submission of the annual budget, \$22 million for FY2016.
- Designed and implemented a strategic approach to hire and on-board 122 new employees over a three-month period to meet funder requirements.
- Coordinated with international partners to support teams operating in over 36 countries.
- Enhanced performance management processes including recruitment, performance evaluations, disciplinary procedures, and benefits management.
- Supported and enhanced staff professional development through coaching, mentoring and training programs.

Cultural Orientation Coordinator, CWS Africa May 2014 – October 2014
Nairobi, Kenya

Molly Short Carr
Manchester, NH

Managed the Cultural Orientation training team delivering services to refugees processed for US resettlement throughout sub-Saharan Africa.

- Implemented new English Language training programs in Rwanda and Tanzania.
- Assured the effectiveness of the cultural orientation programming in compliance with US State Department guidelines by delivering culturally appropriate curriculum to a diverse audience in 36 countries.

Executive Director, Journey's End Refugee Services
Buffalo, NY

July 2008 – May 2014

Developed and led a dynamic, full service organization, implementing innovative approaches to overcome barriers to success for resettled refugees and the larger community.

- Expanded operational budget from \$600,000 to \$4 million through innovative program development and strong fiscal accountability.
- Built wrap-around services that supported refugees from arrival through citizenship with vocational training, English language instruction, employment services, and extended case management support.
- Negotiated new opportunities and partnerships with Buffalo Public Schools to increase capacity to support refugee youth from kindergarten to college.
- Designed and implemented a legal service program with multiple partners to support the needs of the refugee community.
- Guided the staff, partners, and Board of Directors in annual strategic planning and goals development.
- Established refugee forums to incorporate the voice of the refugee community in program development.

Field Office Director, US Committee for Refugees and Immigrants
Albany, NY

April 2005 – June 2008

Established a new field office on behalf of USCRI to support resettlement in the Capital Region of New York State.

- Implemented programs that enhanced the delivery of services to vulnerable refugee populations.
 - Developed and maintained budget and guided fundraising efforts including grant management.
 - Provided services and case management to support local integration.
-

EDUCATION

Niagara University, *Lewiston, NY*

Expected spring 2018

Doctorate of Philosophy in Policy and Leadership

Medaille College, *Buffalo, NY*

May 2011

Masters of Arts in Organizational Leadership

Canisius College, *Buffalo, NY*

May 2002

Bachelor of Arts in Political Science and International Relations

PROFESSIONAL AFFILIATIONS

At Risk Housing Coalition, *Missoula, MT*, Executive Committee

University of Arizona, *Tucson, AZ*, Research Consultant

University at Buffalo, *Buffalo, NY*, Adjunct Professor

Leadership Buffalo, *Buffalo, NY*, Class Experience

Canisius College Social Justice Advisory Committee, *Buffalo, NY*, Advisory Member

Niagara Frontier Transportation Authority Advisory Committee, *Buffalo, NY*, Advisory Member

Buffalo English Language Learners Network Committee, *Buffalo, NY*, Fiscal Advisor and Member

Buffalo Business First 40 Under Forty, *Buffalo, NY*

Episcopal Migration Ministries National Advisory Council, *New York City, NY*, National Committee Member

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: International Institute of New England, Inc.

Name of Contract: Refugee School Impact Program (RFP-2018-OHE-01-REFUG-02)

BUDGET PERIOD: SEP 18 NOVEMBER 2017 thru DEC 31 2017				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Molly Short Carr	Manchester Program Director	\$65,000	4.92%	\$32,000
Michelle Keohane	Case Specialist	\$38,000	18.57%	\$7,000
TBH	Youth Services Specialist	\$12,508	100.00%	\$12,508
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$52,508

BUDGET PERIOD: SEP 18 NOVEMBER 2018 thru DEC 31 2018				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Molly Short Carr	Manchester Program Director	\$70,000	2.65%	\$18,500
TBH	Youth Services Specialist	\$28,500	100.00%	\$28,500
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$47,000

BUDGET PERIOD: SEP 20 2019 thru SEP 30 2020				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Molly Short Carr	Manchester Program Director	\$70,000	0.66%	\$4,600
TBH	Youth Services Specialist	\$7,125	100.00%	\$7,125
		\$0	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$11,725