



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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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Lori A. Shibinette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

April 5, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into an amendment to an existing contract with the vendor listed below in **bold**, for social services that focus on refugees who have been in the country for five (5) years or less, by exercising a contract renewal option by increasing the price limitation by \$295,386 from \$390,000 to \$685,386 and extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Budget	Increased (Decreased) Amount	Revised Budget
<b>Ascentria Community Services, Inc. Worcester, MA</b>	<b>222201-B001</b>	<b>Concord Area</b>	<b>\$260,000</b>	<b>\$295,386</b>	<b>\$555,386</b>
Building Community in New Hampshire	228820-B001	Concord, Manchester, and Nashua Areas	\$130,000	\$0	\$130,000
		<b>Total:</b>	<b>\$390,000</b>	<b>\$295,386</b>	<b>\$685,386</b>

The original contract was approved by Governor and Council on December 18, 2020, item #8.

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

**05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES**

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Svc	95070006	\$146,250	\$0	\$146,250
2022	102-500731	Contracts for Program Svc	95070006	\$195,000	\$18,750	\$213,750
2023	102-500731	Contracts for Program Svc	95070006	\$48,750	\$25,000	\$73,750
2024	102-500731	Contracts for Program Svc	95070006	\$0	\$6,250	\$6,250
			<b>Subtotal</b>	<b>\$390,000</b>	<b>\$50,000</b>	<b>\$440,000</b>

**05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Svc	95070022	\$0	\$84,390	\$84,390
2023	102-500731	Contracts for Program Svc	95070022	\$0	\$131,253	\$131,253
2024	102-500731	Contracts for Program Svc	95070022	\$0	\$29,743	\$29,743
			<b>Subtotal</b>	<b>\$0</b>	<b>\$245,386</b>	<b>\$245,386</b>
			<b>Total</b>	<b>\$390,000</b>	<b>\$295,386</b>	<b>\$685,386</b>

**EXPLANATION**

The purpose of this request is to continue to provide social services that lead to self-sufficiency for refugees who have lived in the United States for less than five (5) years. Additionally, the Contractor will now support Office of Refugee Resettlement (ORR) eligible clients from Afghanistan by providing case management, employment services, English for Speakers of Other Languages, and housing assistance.

Approximately 1,000 individuals will be served through September 2023.

The Contractor will continue to complete family self-sufficiency plans with each family in order to identify goals the family wants to accomplish. Plans include follow-up at six months (6) and twelve (12) months to review goals and to provide services, as necessary and appropriate, to meet those goals. In order to ensure successful employment, the Contractor will be providing case management services that include medical referrals, day care, and cultural education.

The Department will monitor the Contractor's performance through semi-annual progress reports and during in-person meetings to review employability plans, case notes, and progress reports.



His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

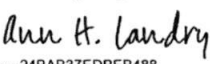
Should the Governor and Executive Council not authorize this request, newly arrived refugees may not receive the employment and case management services necessary to assist them in achieving financial self-sufficiency. Without training and guidance, refugees may not be able to successfully enter the work force and become integrated into society. Failure to have access to these services may result in a decrease in employment opportunities; loss of housing and medical services; social isolation; and depression among the newly arriving refugee population.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number ##93.566, FAIN #22G99RSF2; 22G992210.

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

Respectfully submitted,

DocuSigned by:  
  
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Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the New Hampshire Refugee Social Services Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ascentria Community Services Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020, (Item # 08), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
September 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$555,386
3. Modify Exhibit B, Scope of Services Subsection 1.1, to read:
  - 1.1. The Contractor shall provide services in this Agreement to Office of Refugee Resettlement (ORR) eligible clients who have been in the country five (5) years or less. The Contractor shall ensure service priority is given to the following ORR-eligible populations:
    - 1.1.1. New arrivals in their first year in the United States;
    - 1.1.2. Refugee Cash Assistance Program or Temporary Aid to Need Families (TANF) program recipients;
    - 1.1.3. Unemployed refugees;
    - 1.1.4. Employed refugees in need of job retention services; or
    - 1.1.5. Other refugees, as approved by the Department.
4. Modify Exhibit B, Scope of Services 1.7.1.11, to read:
  - 1.7.1.11. Providing financial support for emergency short-term and long-term housing for individuals who have arrived in the United States from Afghanistan. The Contractor may provide financial support for emergency housing to additional ORR-eligible populations with the written permission of the Department. Payments must be paid directly to the landlord, upon Department approval. Payments must be paid directly to the landlord, upon Department approval.
5. Modify Exhibit B, Scope of Services Section 1 Statement of Work, Subsection 1.8.2, to read:
  - 1.8.2. The Contractor shall ensure ESOL classes are offered face-to-face as well as remotely, as necessary.
6. Modify Exhibit B, Scope of Services by reserving Sections 1.8.2.1 through 1.8.2.5.1.
7. Modify Exhibit B, Scope of Services Section 3 Reporting Requirements, Subsection 3.3.2, to read:
  - 3.3.2 Reporting periods and due dates follow the table below, ensuring any changes in

previously approved work plans or timelines are specified in thereports.

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
9/30/2021-3/31/2022	04/15/2022
04/01/2022 - 09/29/2022	10/15/2022
09/30/2022 - 03/31/2023	04/15/2023
04/01/2023 – 09/29/2023	10/15/2023

8. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 56%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 22G99RSF2.
- 1.2. 44%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 22G992210.

9. Modify Exhibit C Payment Terms, Subsection 2.3 to read:

2.3 The de minimis Indirect Cost Rate of 28.9% applies in accordance with 2 CFR §200.414.

10. Modify Exhibit B, Payment Terms, Section 3, to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-7 Amendment #1, Budget which is attached hereto and incorporated by reference herein.

11. Modify Exhibit C-2, Budget in its entirety with Modify Exhibit C-2 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

12. Modify Exhibit C-3, Budget in its entirety with Modify Exhibit C-3 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

DS  
am

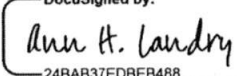
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/4/2022

\_\_\_\_\_  
Date

DocuSigned by:  
  
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\_\_\_\_\_  
Name: Ann H. Landry  
Title: Associate Commissioner

Ascentria Community Services Inc.

4/4/2022

\_\_\_\_\_  
Date

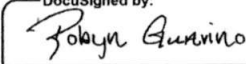
DocuSigned by:  
  
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\_\_\_\_\_  
Name: Aimee Mitchell  
Title: Chief Community Services Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/5/2022

Date

DocuSigned by:  
  
Name: Robyn Guarino  
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

## Exhibit C-2 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 77,779	\$ -	\$ 77,779	\$ -	\$ -	\$ -	\$ 77,779	\$ -	\$ 77,779
2. Employee Benefits	\$ 25,779	\$ -	\$ 25,779	\$ -	\$ -	\$ -	\$ 25,779	\$ -	\$ 25,779
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 1,071	\$ -	\$ 1,071	\$ -	\$ -	\$ -	\$ 1,071	\$ -	\$ 1,071
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,818	\$ -	\$ 1,818	\$ -	\$ -	\$ -	\$ 1,818	\$ -	\$ 1,818
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 4,005	\$ -	\$ 4,005	\$ -	\$ -	\$ -	\$ 4,005	\$ -	\$ 4,005
7. Occupancy	\$ 10,846	\$ -	\$ 10,846	\$ -	\$ -	\$ -	\$ 10,846	\$ -	\$ 10,846
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,890	\$ -	\$ 2,890	\$ -	\$ -	\$ -	\$ 2,890	\$ -	\$ 2,890
Postage	\$ 178	\$ -	\$ 178	\$ -	\$ -	\$ -	\$ 178	\$ -	\$ 178
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 236	\$ -	\$ 236	\$ -	\$ -	\$ -	\$ 236	\$ -	\$ 236
Insurance	\$ 684	\$ -	\$ 684	\$ -	\$ -	\$ -	\$ 684	\$ -	\$ 684
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ 336	\$ -	\$ 336	\$ -	\$ -	\$ -	\$ 336	\$ -	\$ 336
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 267	\$ -	\$ 267	\$ -	\$ -	\$ -	\$ 267	\$ -	\$ 267
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 1,384	\$ -	\$ 1,384	\$ -	\$ -	\$ -	\$ 1,384	\$ -	\$ 1,384
Indirect: 28.86% of salaries/wages	\$ -	\$ 22,447	\$ 22,447	\$ -	\$ -	\$ -	\$ -	\$ 22,447	\$ 22,447
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 127,273</b>	<b>\$ 22,447</b>	<b>\$ 149,720</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 127,273</b>	<b>\$ 22,447</b>	<b>\$ 149,720</b>

Indirect As A Percent of Direct

17.64%

Contractor Initials

3/28/2022  
Date



## Exhibit C-3 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Budget Period: 7/1/22 - 6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 31,338	\$ -	\$ 31,338	\$ -	\$ -	\$ -	\$ 31,338	\$ -	\$ 31,338
2. Employee Benefits	\$ 8,772	\$ -	\$ 8,772	\$ -	\$ -	\$ -	\$ 8,772	\$ -	\$ 8,772
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 417	\$ -	\$ 417	\$ -	\$ -	\$ -	\$ 417	\$ -	\$ 417
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 549	\$ -	\$ 549	\$ -	\$ -	\$ -	\$ 549	\$ -	\$ 549
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 841	\$ -	\$ 841	\$ -	\$ -	\$ -	\$ 841	\$ -	\$ 841
7. Occupancy	\$ 2,507	\$ -	\$ 2,507	\$ -	\$ -	\$ -	\$ 2,507	\$ -	\$ 2,507
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,119	\$ -	\$ 1,119	\$ -	\$ -	\$ -	\$ 1,119	\$ -	\$ 1,119
Postage	\$ 53	\$ -	\$ 53	\$ -	\$ -	\$ -	\$ 53	\$ -	\$ 53
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 92	\$ -	\$ 92	\$ -	\$ -	\$ -	\$ 92	\$ -	\$ 92
Insurance	\$ 266	\$ -	\$ 266	\$ -	\$ -	\$ -	\$ 266	\$ -	\$ 266
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ 89	\$ -	\$ 89	\$ -	\$ -	\$ -	\$ 89	\$ -	\$ 89
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 443	\$ -	\$ 443	\$ -	\$ -	\$ -	\$ 443	\$ -	\$ 443
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 1,970	\$ -	\$ 1,970	\$ -	\$ -	\$ -	\$ 1,970	\$ -	\$ 1,970
Indirect: 27.43% of salaries/wages	\$ -	\$ 9,044	\$ 9,044	\$ -	\$ -	\$ -	\$ -	\$ 9,044	\$ 9,044
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 48,456</b>	<b>\$ 9,044</b>	<b>\$ 57,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,456</b>	<b>\$ 9,044</b>	<b>\$ 57,500</b>

Indirect As A Percent of Direct

18.66%

DS  


Contractor Initials

3/28/2022

Date

## Exhibit C-4 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Budget Period: 7/1/23-9/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 3,446	\$ -	\$ 3,446	\$ -	\$ -	\$ -	\$ 3,445.65	\$ -	\$ 3,446
2. Employee Benefits	\$ 965	\$ -	\$ 965	\$ -	\$ -	\$ -	\$ 965	\$ -	\$ 965
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 47	\$ -	\$ 47	\$ -	\$ -	\$ -	\$ 47	\$ -	\$ 47
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 60	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ 60
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
7. Occupancy	\$ 250	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ 250	\$ -	\$ 250
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125
Postage	\$ 15	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 15	\$ -	\$ 15
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 15	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 15	\$ -	\$ 15
Insurance	\$ 30	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ 30	\$ -	\$ 30
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 203	\$ -	\$ 203	\$ -	\$ -	\$ -	\$ 203	\$ -	\$ 203
Indirect: 28.86% of salaries/wages	\$ -	\$ 994	\$ 994	\$ -	\$ -	\$ -	\$ -	\$ 994	\$ 994
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 5,255</b>	<b>\$ 994</b>	<b>\$ 6,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,255</b>	<b>\$ 994</b>	<b>\$ 6,250</b>

Indirect As A Percent of Direct

18.92%

## Exhibit C-5 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Afghan

Budget Period: 1/1/2022 6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 38,340	\$ -	\$ 38,340	\$ -	\$ -	\$ -	\$ 38,340	\$ -	\$ 38,340
2. Employee Benefits	\$ 10,735	\$ -	\$ 10,735	\$ -	\$ -	\$ -	\$ 10,735	\$ -	\$ 10,735
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 150	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ 150
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 40	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ 40	\$ -	\$ 40
6. Travel	\$ 840	\$ -	\$ 840	\$ -	\$ -	\$ -	\$ 840	\$ -	\$ 840
7. Occupancy	\$ 3,067	\$ -	\$ 3,067	\$ -	\$ -	\$ -	\$ 3,067	\$ -	\$ 3,067
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 448	\$ -	\$ 448	\$ -	\$ -	\$ -	\$ 448	\$ -	\$ 448
Postage	\$ 10	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ 10
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
Insurance	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ 4,600	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ 4,600
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Client Housing Assistance	\$ 21,625	\$ -	\$ 21,625	\$ -	\$ -	\$ -	\$ 21,625	\$ -	\$ 21,625
Indirect: 28.86% of salaries/wages	\$ -	\$ 11,065	\$ 11,065	\$ -	\$ -	\$ -	\$ -	\$ 11,065	\$ 11,065
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 80,955</b>	<b>\$ 11,065</b>	<b>\$ 92,020</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,955</b>	<b>\$ 11,065</b>	<b>\$ 92,020</b>

Indirect As A Percent of Direct

13.67%



Contractor Initials

3/28/2022

Date

## Exhibit C-6 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Afghan

Budget Period: 7/1/2022 6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 70,720	\$ -	\$ 70,720	\$ -	\$ -	\$ -	\$ 70,720	\$ -	\$ 70,720
2. Employee Benefits	\$ 19,802	\$ -	\$ 19,802	\$ -	\$ -	\$ -	\$ 19,802	\$ -	\$ 19,802
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 350	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ 350
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 80	\$ -	\$ 80	\$ -	\$ -	\$ -	\$ 80	\$ -	\$ 80
6. Travel	\$ 1,680	\$ -	\$ 1,680	\$ -	\$ -	\$ -	\$ 1,680	\$ -	\$ 1,680
7. Occupancy	\$ 5,658	\$ -	\$ 5,658	\$ -	\$ -	\$ -	\$ 5,658	\$ -	\$ 5,658
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,344	\$ -	\$ 1,344	\$ -	\$ -	\$ -	\$ 1,344	\$ -	\$ 1,344
Postage	\$ 50	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ 50	\$ -	\$ 50
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100
Insurance	\$ 125	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ 125
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ 200	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 200
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 1,675	\$ -	\$ 1,675	\$ -	\$ -	\$ -	\$ 1,675	\$ -	\$ 1,675
Client Housing Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect: 28.86% of salaries/wages	\$ -	\$ 20,410	\$ 20,410	\$ -	\$ -	\$ -	\$ -	\$ 20,410	\$ 20,410
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 102,283</b>	<b>\$ 20,410</b>	<b>\$ 122,693</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 102,283</b>	<b>\$ 20,410</b>	<b>\$ 122,693</b>

Indirect As A Percent of Direct

19.95%

DS  
am

Contractor Initials

3/28/2022

Date

## Exhibit C-7 Amendment # 1 Budget

## New Hampshire Department of Health and Human Services

Bidder Name: Ascentria Community Services, Inc.

Budget Request for: Refugee Social Services Program

Afghan

Budget Period: 7/1/2023 9/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 17,680	\$ -	\$ 17,680	\$ -	\$ -	\$ -	\$ 17,680	\$ -	\$ 17,680
2. Employee Benefits	\$ 4,950	\$ -	\$ 4,950	\$ -	\$ -	\$ -	\$ 4,950	\$ -	\$ 4,950
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 65	\$ -	\$ 65	\$ -	\$ -	\$ -	\$ 65	\$ -	\$ 65
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 69	\$ -	\$ 69	\$ -	\$ -	\$ -	\$ 69	\$ -	\$ 69
6. Travel	\$ 504	\$ -	\$ 504	\$ -	\$ -	\$ -	\$ 504	\$ -	\$ 504
7. Occupancy	\$ 1,414	\$ -	\$ 1,414	\$ -	\$ -	\$ -	\$ 1,414	\$ -	\$ 1,414
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 336	\$ -	\$ 336	\$ -	\$ -	\$ -	\$ 336	\$ -	\$ 336
Postage	\$ 25	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ 25
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 60	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ 60
Insurance	\$ 60	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ 60
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software/Computer Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (interpretation/translation):	\$ 407	\$ -	\$ 407	\$ -	\$ -	\$ -	\$ 407	\$ -	\$ 407
Client Housing Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect: 28.86% of salaries/wages	\$ -	\$ 5,102	\$ 5,102	\$ -	\$ -	\$ -	\$ -	\$ 5,102	\$ 5,102
(Federally negotiated)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 25,571</b>	<b>\$ 5,102</b>	<b>\$ 30,673</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,571</b>	<b>\$ 5,102</b>	<b>\$ 30,673</b>

Indirect As A Percent of Direct

19.95%

Contractor Initials

Date **3/28/2022**

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: **652197**

Certificate Number: **0005643928**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State



### CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Ascentria Community Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 14, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

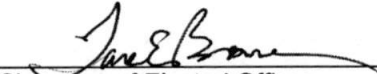
**VOTED:** That Aimee Mitchell, Executive VP and Chief Community Svcs Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Ascentria Community Services, Inc. to enter into contracts or agreements with  
(Name of Corporation/ LLC)

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

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

Dated: March 25, 2022

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Tara E. Browne  
Title: Corporate Clerk / Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2021

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

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

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	<b>CONTACT NAME:</b> Tina Housman <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> thousman@hayscompanies.com														
<b>INSURED</b> Ascentria Care Alliance, Inc. 11 Shattuck St. Attn: Nicholas Russo Worcester MA 01605	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Fire &amp; Marine Insurance Co</td> <td>20052</td> </tr> <tr> <td>INSURER B: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Compar</td> <td>92535</td> </tr> <tr> <td>INSURER D: The First Liberty Insurance Corporation</td> <td>33588x</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: National Fire & Marine Insurance Co	20052	INSURER B: Philadelphia Indemnity Ins Co	18058	INSURER C: Philadelphia Indemnity Insurance Compar	92535	INSURER D: The First Liberty Insurance Corporation	33588x	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Fire & Marine Insurance Co	20052														
INSURER B: Philadelphia Indemnity Ins Co	18058														
INSURER C: Philadelphia Indemnity Insurance Compar	92535														
INSURER D: The First Liberty Insurance Corporation	33588x														
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 21-22 GL Auto UMB WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		NSC101085	6/18/2021	6/18/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Policy Aggregate \$ 9,000,000
B	<b>AUTOMOBILE LIABILITY</b>			PHPK2332413	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	X	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB787516	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	AGGREGATE \$ 10,000,000				
	<input type="checkbox"/> CLAIMS-MADE		\$				
	DED <input type="checkbox"/> RETENTION \$						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	WC6-611-262252-011	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>			NSC101085	6/18/2021	6/18/2022	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

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ACORD 25 (2014/01)

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INS025 (201401)



**Ascentria**  
CARE ALLIANCE

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

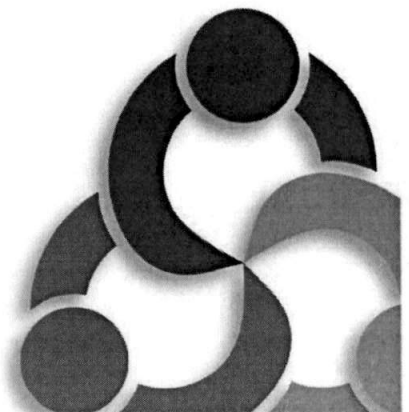
**Mission statement:**

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

**Vision statement:**

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

Empowering People. Strengthening Communities.



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

**CONSOLIDATED FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**



[CLAconnect.com](http://CLAconnect.com)

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY  
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CliftonLarsonAllen LLP  
CLAconnect.com

## INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Ascentria Community Services, Inc. and Subsidiary (the Organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, 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 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 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, 2020 and 2019, 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.

***Effect of Adopting New Accounting Standard***

As discussed in Note 1 to the financial statements, the Organizations have adopted Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The adoption of this standard did not have a significant impact on the Organizations' reported historical revenue. Our opinion is not modified with respect to that matter.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

**CliftonLarsonAllen LLP**

Boston, Massachusetts  
December 22, 2020

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**  
**JUNE 30, 2020 AND 2019**

<b>ASSETS</b>	<u>2020</u>	<u>2019</u>
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 1,088,674	\$ -
Accounts Receivable, Net of Estimated Uncollectible Accounts	4,618,979	3,868,580
Prepaid Expenses	84,975	87,471
Vehicle Inventory	128,893	70,292
Due from Third Party	-	543
Total Current Assets	<u>5,921,521</u>	<u>4,026,886</u>
<b>ASSETS LIMITED AS TO USE</b>		
Beneficial Interest in Net Assets of Related Party	841,000	977,537
<b>PROPERTY AND EQUIPMENT</b>		
Land	45,314	45,314
Building	85,798	85,798
Building Improvements	968,006	953,881
Leasehold Improvements	353,467	353,467
Furniture and Equipment	246,311	246,311
Vehicles	454,071	344,994
Equipment Held Under Capital Lease	499,374	499,374
Computer Equipment and Software	147,017	147,017
Total	<u>2,799,358</u>	<u>2,676,156</u>
Less: Accumulated Depreciation	<u>1,901,549</u>	<u>1,790,804</u>
Total Property and Equipment	897,809	885,352
<b>DUE FROM RELATED PARTIES</b>	5,781	5,781
<b>OTHER ASSETS</b>		
Deposits	<u>101,892</u>	<u>104,742</u>
Total Other Assets	<u>101,892</u>	<u>104,742</u>
Total Assets	<u><u>\$ 7,768,003</u></u>	<u><u>\$ 6,000,298</u></u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION (CONTINUED)**  
**JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Current Maturities of Long-Term Debt	\$ 32,752	\$ 43,100
Accounts Payable	821,453	922,390
Accrued Expenses	1,630,694	1,055,170
Deferred Revenue	311,847	176,471
Due to State of Maine	468,768	62,472
Total Current Liabilities	<u>3,265,514</u>	<u>2,259,603</u>
 <b>DUE TO RELATED PARTIES</b>	 3,610,245	 2,802,397
 <b>LONG-TERM DEBT, Net of Current Maturities</b>	 <u>409,782</u>	 <u>442,534</u>
Total Liabilities	7,285,541	5,504,534
 <b>NET ASSETS (DEFICIT)</b>		
Without Donor Restrictions	(443,382)	(566,615)
With Donor Restrictions	<u>925,844</u>	<u>1,062,379</u>
Total Net Assets	<u>482,462</u>	<u>495,764</u>
Total Liabilities and Net Assets (Deficit)	<u><u>\$ 7,768,003</u></u>	<u><u>\$ 6,000,298</u></u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF ACTIVITIES**  
**YEARS ENDED JUNE 30, 2020 AND 2019**

	2020	2019
<b>NET ASSET REVENUE WITHOUT DONOR RESTRICTION</b>		
Grant and Contract Revenue	\$ 30,973,224	\$ 29,295,558
Program Service Revenue	4,454,814	5,012,348
Federal and State Relief Grant Revenue	645,720	-
Donated Vehicles	1,818,418	1,734,097
In-Kind Donations	20,923	22,246
Net Assets Released from Restriction Used for Operations	201,348	282,886
Other Income	680,651	450,077
Total Revenues	<u>38,795,098</u>	<u>36,797,212</u>
<b>EXPENSES</b>		
Salaries and Wages	19,179,196	18,359,186
Employee Benefits	4,297,125	4,103,776
Occupancy Costs	1,985,030	2,074,571
Operating Supplies and Expenses	463,657	444,508
Professional Fees	2,244,674	2,393,074
Garage Expenses	776,542	864,974
Donated Vehicle Expenses	924,000	819,292
Client Support Expenses	462,904	546,303
Translation Expenses	612,048	534,107
Repairs and Maintenance	332,791	389,201
Travel Expenses	794,550	867,166
Educational Events and Meetings	47,931	43,697
Management Fees	5,395,119	5,020,851
Taxes	567,842	555,336
Recruitment Advertising	10,004	9,918
Advertising	157,095	181,151
Licenses and Fees	5,094	7,389
Custodial Fees	12,994	6,009
Insurance	197,295	190,029
Interest	32,965	34,677
Bad Debt Expenses	52,051	56,981
Depreciation and Amortization	131,307	97,738
Total Expenses	<u>38,682,214</u>	<u>37,599,934</u>
<b>OPERATING GAIN (LOSS)</b>	112,884	(802,722)
<b>NONOPERATING ACTIVITY</b>		
Gain on Sale of Property and Equipment	10,349	17,873
Equity Transfers, Net	-	(57,346)
Total Nonoperating Activity	<u>10,349</u>	<u>(39,473)</u>
<b>CHANGE IN NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS</b>	<u>\$ 123,233</u>	<u>\$ (842,195)</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
<b>BALANCE - JUNE 30, 2018</b>	\$ 275,580	\$ 1,278,529	\$ 1,554,109
Decrease in Net Assets without Donor Restrictions	(842,195)	-	(842,195)
Change in Beneficial Interest in Net Assets of Related Party	-	66,736	66,736
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(282,886)</u>	<u>(282,886)</u>
Change in Net Assets	<u>(842,195)</u>	<u>(216,150)</u>	<u>(1,058,345)</u>
<b>BALANCE - JUNE 30, 2019</b>	(566,615)	1,062,379	495,764
Decrease in Net Assets without Donor Restrictions	123,233	-	123,233
Change in Beneficial Interest in Net Assets of Related Party	-	64,813	64,813
Net Assets Released from Restrictions - Operations	<u>-</u>	<u>(201,348)</u>	<u>(201,348)</u>
Change in Net Assets (Deficit)	<u>123,233</u>	<u>(136,535)</u>	<u>(13,302)</u>
<b>BALANCE - JUNE 30, 2020</b>	<u><u>\$ (443,382)</u></u>	<u><u>\$ 925,844</u></u>	<u><u>\$ 482,462</u></u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2020**

	Program Services						Supporting Services			Total Expenses
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	
Salaries and Wages	\$ 936,410	\$ 5,540,060	\$ 3,001,095	\$ 4,967,565	\$ 4,472,719	\$ 18,917,849	\$ 261,347	\$ -	\$ 261,347	\$ 19,179,196
Employee Benefits	204,976	1,482,702	559,926	1,098,877	894,519	4,241,000	56,125	-	56,125	4,297,125
Occupancy Costs	105,843	633,124	441,702	46,262	506,536	1,733,467	251,563	-	251,563	1,985,030
Operating Supplies and Expenses	32,973	165,585	88,680	45,825	114,506	447,569	16,088	-	16,088	463,657
Professional Fees	61,456	383,971	1,354,705	5,434	391,293	2,196,859	47,815	-	47,815	2,244,674
Garage and Vehicle Expenses	775,461	916	165	-	-	776,542	-	-	-	776,542
Donated Vehicle Expenses	924,000	-	-	-	-	924,000	-	-	-	924,000
Client Support Expenses	19,826	31,647	200,925	64	210,412	462,874	30	-	30	462,904
Translation Expenses	-	21,739	282	-	587,030	609,051	2,997	-	2,997	612,048
Repairs and Maintenance	26,444	38,069	116,558	53,938	71,180	306,189	26,602	-	26,602	332,791
Travel Expenses	191,640	201,678	136,374	43,072	214,719	787,483	7,067	-	7,067	794,550
Educational Events and Meetings	2,067	9,036	8,311	10,139	9,118	38,671	9,260	-	9,260	47,931
Management Fees	-	-	-	-	-	-	5,395,119	-	5,395,119	5,395,119
Taxes	-	561,640	-	5,931	271	567,842	-	-	-	567,842
Recruitment Advertising	3,555	884	1,404	3,691	373	9,907	97	-	97	10,004
Advertising	-	-	-	-	-	-	157,095	-	157,095	157,095
Licenses and Fees	1,691	70	2,696	250	-	4,707	387	-	387	5,094
Custodial Fees	-	-	-	-	-	-	-	12,994	12,994	12,994
Insurance	8,014	57,285	34,105	41,583	51,611	192,598	4,697	-	4,697	197,295
Interest	-	-	-	-	-	-	32,965	-	32,965	32,965
Bad Debt Expenses	-	3,863	-	37,684	10,503	52,050	1	-	1	52,051
Total Before Depreciation and Amortization	3,294,356	9,132,269	5,946,928	6,360,315	7,534,790	32,268,658	6,269,255	12,994	6,282,249	38,550,907
Depreciation and Amortization	55,338	2,852	69,917	-	3,200	131,307	-	-	-	131,307
Total Functional Expenses	\$ 3,349,694	\$ 9,135,121	\$ 6,016,845	\$ 6,360,315	\$ 7,537,990	\$ 32,399,965	\$ 6,269,255	\$ 12,994	\$ 6,282,249	\$ 38,682,214

See accompanying Notes to Consolidated Financial Statements.



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

	Program Services						Supporting Services			
	Transportation Services	Disability and Mental Health	Child and Family Programs	In-Home Services	Services For New Americans	Total Program	Management and General	Fundraising	Total Support Services	Total Expenses
Salaries and Wages	\$ 968,707	\$ 5,735,567	\$ 2,715,258	\$ 3,953,013	\$ 4,759,294	\$ 18,131,839	\$ 227,347	\$ -	\$ 227,347	\$ 18,359,186
Employee Benefits	236,075	1,462,866	516,804	910,093	869,958	3,995,796	107,980	-	107,980	4,103,776
Occupancy Costs	146,268	655,710	464,178	49,184	515,830	1,831,170	243,401	-	243,401	2,074,571
Operating Supplies and Expenses	27,189	206,160	64,069	30,160	88,896	416,474	28,034	-	28,034	444,508
Professional Fees	134,610	387,997	1,540,130	8,646	257,587	2,328,970	64,104	-	64,104	2,393,074
Garage and Vehicle Expenses	862,333	2,555	-	-	86	864,974	-	-	-	864,974
Donated Vehicle Expenses	819,292	-	-	-	-	819,292	-	-	-	819,292
Client Support Expenses	71	10,162	180,737	22	354,831	545,823	480	-	480	546,303
Translation Expenses	-	30,484	357	-	498,641	529,482	4,625	-	4,625	534,107
Repairs and Maintenance	49,833	38,191	100,064	72,631	101,896	362,615	26,586	-	26,586	389,201
Travel Expenses	152,833	228,390	163,221	36,645	272,283	853,372	13,794	-	13,794	867,166
Educational Events and Meetings	3,164	4,164	14,617	6,798	8,202	36,945	6,752	-	6,752	43,697
Management Fees	-	-	-	-	-	-	5,020,851	-	5,020,851	5,020,851
Taxes	502	543,621	-	11,132	81	555,336	-	-	-	555,336
Recruitment Advertising	2,133	215	3,271	3,771	338	9,728	190	-	190	9,918
Advertising	-	-	-	-	-	-	181,151	-	181,151	181,151
Licenses and Fees	637	146	3,832	250	563	5,428	1,961	-	1,961	7,389
Custodial Fees	-	-	-	-	-	-	-	6,009	6,009	6,009
Insurance	7,062	59,721	28,969	41,193	49,077	186,022	4,007	-	4,007	190,029
Interest	-	-	-	-	-	-	34,677	-	34,677	34,677
Bad Debt Expenses	188	10,978	-	18,229	27,586	56,981	-	-	-	56,981
Total Before Depreciation and Amortization	3,410,897	9,376,927	5,795,507	5,141,767	7,805,149	31,530,247	5,965,940	6,009	5,971,949	37,502,196
Depreciation and Amortization	26,217	6,041	53,607	-	11,785	97,650	88	-	88	97,738
Total Functional Expenses	<u>\$ 3,437,114</u>	<u>\$ 9,382,968</u>	<u>\$ 5,849,114</u>	<u>\$ 5,141,767</u>	<u>\$ 7,816,934</u>	<u>\$ 31,627,897</u>	<u>\$ 5,966,028</u>	<u>\$ 6,009</u>	<u>\$ 5,972,037</u>	<u>\$ 37,599,934</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2020 AND 2019**

	2020	2019
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ (13,302)	\$ (1,058,345)
Adjustments to Reconcile Change in Net Assets to		
Net Cash Provided (Used) by Operating Activities:		
Depreciation and Amortization	131,307	97,738
Bad Debts	52,051	56,981
Gain on Sale of Property and Equipment	(10,349)	(17,873)
Change in Beneficial Interest in Net Assets of Related Party	(64,813)	(66,736)
(Increase) Decrease in Assets:		
Accounts Receivable	(802,450)	(583,196)
Prepaid Expenses	2,496	16,431
Deposits	2,850	37,534
Beneficial Interest in Net Assets of Related Party	201,350	287,285
Vehicle Inventory	(58,601)	(4,964)
Due to Third Party	543	885
Increase (Decrease) in Liabilities:		
Accounts Payable	(100,937)	5,976
Accrued Expenses	575,524	110,986
Deferred Revenue	135,376	(40,612)
Due to State of Maine	406,296	(118,938)
Net Cash Provided (Used) by Operating Activities	457,341	(1,276,848)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of Property and Equipment	(148,710)	(232,172)
Proceeds from Sale of Fixed Assets	15,295	22,902
Net Cash Used by Investing Activities	(133,415)	(209,270)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Payments on Long-Term Debt	(43,100)	(48,988)
Advanced from Related Parties, Net	807,848	1,361,351
Net Cash Provided by Financing Activities	764,748	1,312,363
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	1,088,674	(173,755)
Cash and Cash Equivalents - Beginning of Year	-	173,755
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 1,088,674</u>	<u>\$ -</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash Paid for Interest	<u>\$ 32,965</u>	<u>\$ 34,677</u>

See accompanying Notes to Consolidated Financial Statements.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2020 AND 2019**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

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

The Organizations provide the following programs:

*Child and Family Programs* – 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.

*Services for New Americans* – 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.

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

*Disability and Mental Health* – Disability and Mental Health comprise of a wide variety of programs that enable persons who are economically disadvantaged, have disabilities, chronic illness, mental illness, deafness and other challenges to become and remain successful contributors to the communities in which they live and work. Support services include: Access to medical resources, personal case management customized for individual needs, 24/7 supervision and support in a residential setting for individuals diagnosed with chronic and persistent mental illness, and services offered to individuals diagnosed with mental illness in the comfort and familiarity of their homes.

*In-Home Services* – In-Home Care is a licensed Home Health Care agency that offers comprehensive, non-medical personal care services to homebound individuals or those with a disability. In-Home Care caregivers assist in light housekeeping, transportation to appointments, recreational activities, bathing and personal care, meals, and exercise. Additional non-medical services supervised by a registered nurse.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2020 AND 2019**

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

**Basis of Consolidation**

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

**Method of Accounting**

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

**Cash and Cash Equivalents**

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

**Accounts Receivable**

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

**Inventory**

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

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

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

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

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

**Property and Equipment**

Property and equipment are recorded at cost. Assets with an estimated useful life of more than one year and a historical cost in excess of \$2,500 are capitalized. The Organizations capitalize acquisitions and improvements, while expenditures for maintenance and repairs that do not extend the useful lives of the assets are charged to operations. Donated property and equipment are recorded at its fair market value at date of donation. Gifts of long-lived assets are reported as net assets without donor restriction support unless donor stipulations specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. 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, 2020 and 2019.

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

**Net Assets**

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

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

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

**Net Assets (Continued)**

*Net Assets with Donor Restrictions* – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met either by actions of the Organizations and/or the passage of time. Other donor-imposed restrictions are perpetual in nature when the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Net assets with donor restrictions consist of \$841,000 and \$977,537 for beneficial interest in net assets of related party and \$84,844 and \$84,842 other program restrictions for the years ended June 30, 2020 and 2019, respectively. There were no net assets invested in perpetuity as of June 30, 2020 and 2019.

**Contributions**

Contributions, including unconditional promises to give, are recognized as revenue in the period when earned. The Organizations recognize contributions when cash, securities or other assets, or an unconditional promise to give is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Donor restricted contributions whose restrictions are met in the same operating period are presented as unrestricted support. Contributions in the form of property are recorded at the fair market value on the date the property is received.

**Contract and Grant Revenue**

The Organizations derive revenues through cost-reimbursable and unit rate federal and state contracts and grants, which are conditional grants based on certain performance requirements and/or the incurrence of allowable qualifying expenses. Accordingly, the Organizations are subject to the regulations and reporting requirements of the applicable governmental and grantor agencies. Amounts received are recognized as earned and are reported as revenue when the Organizations have incurred expenditures in compliance with specific contract or grant provisions. As of June 30, 2020, there was \$2,531,968 of conditional contributions that have yet to be recognized in the consolidated financial statements.



**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

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

**Federal and State Relief Grant Revenue**

During 2020, the Organizations received federal and state grants to provide funding to respond to the COVID-19 pandemic. The Organizations received payments from the CARES Act Provider Relief Fund (PRF), which is administered by the U.S. Department of Health and Human Services (HHS). The Organizations received PRF payments and recognized revenue in the amount of \$184,667 during fiscal year 2020. The revenues recognized are included in federal and state relief grant revenue on the consolidated statements of activities. The PRF payments have terms and conditions that the Organization is required to follow and these funds are subject to reporting requirements and audit. The PRF payments are subject to potential recoupment by HHS if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2020.

Additionally, the Organization received payments from the State of New Hampshire, which is administered by the Governor's Office for Emergency Relief and Recovery (GOFERR). The Organization received payments and recognized revenue in the amount of \$461,053 during the fiscal year 2020. The revenues recognized are included in federal and state relief grant revenue on the consolidated statements of activities. The payments have terms and conditions that the Organization is required to follow and these funds are subject to reporting requirements and audit. The payments are subject to potential recoupment by GOFERR if it is determined that the funds were not spent in accordance with the terms and conditions. Management believes the amounts have been recognized appropriately as of June 30, 2020.

**Program Service Revenue**

Program service revenue is from private pay services, translation services, and interpretation services. Program service revenue is recognized as services are provided over time.

**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.

**Donated Vehicle Revenue**

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2020 AND 2019**

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

**Advertising Costs**

Advertising costs are expensed as incurred. Advertising costs paid for by the Organizations amounted to \$105,943 and \$118,678 for the years ended June 30, 2020 and 2019, respectively. Contributions of advertising are recorded at the estimated fair value on the date of the contribution. The Organizations received contributions of advertising estimated to have a value of \$20,923 and \$22,246 for the years ended June 30, 2020 and 2019, 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.

**Functional Allocation of Expenses**

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

**Income Taxes**

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

**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.



**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

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

**Fair Value Measurements**

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, 2020 and 2019.

**Change in Accounting Principles**

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Organizations adopted the requirements of the new guidance as of July 1, 2018, utilizing the full retrospective method of transition. There was no material impact on the Organizations' financial position and results of operations upon adoption of the new standard.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2020 AND 2019**

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

**Change in Accounting Principles (Continued)**

Additionally, in June 2018, FASB issued Accounting Standards (ASU) 2018-08, *Accounting Guidance for Contributions Received and Made*. This ASU was issued to clarify accounting guidance for contributions received and contributions made. The amendments to this ASU assists entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of Topic 958, *Not-for-Profit Entities*, or as an exchange (reciprocal) transactions subject to other guidance and (2) determining whether a contribution is conditional. These consolidated financial statements reflect the application of ASU 2018-08 beginning July 1, 2018. There was no material impact on the Organizations' financial position and results of operations upon adoption of the new standard.

**New Accounting Pronouncements**

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which is a comprehensive lease accounting standard that requires entities that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the balance sheet for leases with terms exceeding 12 months. The lessee in a lease will be required to initially measure the right-of-use asset and the lease liability at the present value of the remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. The FASB issued ASU 2020-05, which deferred the effective date for the Organizations until annual periods beginning after December 15, 2021, however, early application is permitted. The Organizations are currently evaluating the impact this guidance will have on its consolidated financial statements.

**Reclassifications**

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated 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 22, 2020, the date the consolidated financial statements were available to be issued.

**NOTE 2 ASSETS LIMITED AS TO USE**

**Beneficial Interest in Net Assets of Related Party**

The Organizations record beneficial interest in assets that are held by Ascentria in the amount of \$841,000 and \$977,537 at June 30, 2020 and 2019, respectively. For the years ended June 30, 2020 and 2019, the Organizations had a loan payable, included in accrued expenses, to the fund totaling \$340,524 and \$340,524, respectively. Contributed assets are transferred to Ascentria by either the donor or the Organizations with the approval of Ascentria. The donors did not grant variance power to Ascentria.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**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 \$5,321,947 and \$4,928,088 for the years ended June 30, 2020 and 2019, respectively. These expenses have been included on the statement of activities under the caption Management Fees. In addition, Ascentria is the central contracting entity for insurance coverage, and insurance costs are then billed monthly to the Organizations.
- In connection with soliciting and managing donations received, Ascentria charged the Organizations a custodial fee. The custodial fee charged to operations was \$12,994 and \$6,009 for the years ended June 30, 2020 and 2019, 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 \$137,545 and \$119,254 for the years ended June 30, 2020 and 2019, respectively. Office space and vehicle related party rents amounted to \$391,487 and \$454,395 for the year ended June 30, 2020 and 2019, respectively.
- Related party loans that bear no interest and have no fixed repayment terms, are as follows:

	2020	2019
Due from Related Parties:		
Lutheran Housing Corporation Brockton, Inc.	\$ 5,632	\$ 5,632
Emanuel Development Corporation	149	149
Total	<u>\$ 5,781</u>	<u>\$ 5,781</u>
	2020	2019
Due to Related Parties:		
Ascentria Care Alliance, Inc.	\$ 3,610,245	\$ 2,802,397
Total	<u>\$ 3,610,245</u>	<u>\$ 2,802,397</u>

**NOTE 4 DEFINED CONTRIBUTION PENSION PLAN**

The Organizations participate in a defined contribution thrift plan (the thrift plan) qualifying under IRC Section 403(b) maintained by Ascentria. The thrift plan permits discretionary employer contributions based on a specified percentage of annual compensation and employee contributions. The Organizations had no pension costs charged to operations or contributions to the plan during the years ended June 30, 2020 and 2019.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 5 ACCOUNTS RECEIVABLE**

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

	2020	2019
Accounts Receivable - Program Services	\$ 4,663,528	\$ 3,896,798
Less: Allowance for Doubtful Accounts	(44,549)	(28,218)
Accounts Receivable, Net	<u>\$ 4,618,979</u>	<u>\$ 3,868,580</u>

**NOTE 6 CONCENTRATION OF CREDIT RISK**

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

**Cash and Cash Equivalents**

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

**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, 2020.

**Due from Related Parties**

The Organizations extend unsecured credit to related parties. The balance due from related parties totaled \$5,781 at June 30, 2020.

**Beneficial Interest in Net Assets of Related Party**

The Organizations' unsecured gifts, held by a related party, amounted to \$841,000 at June 30, 2020.

**Accounts Receivable, Net**

The Organizations extend unsecured credit to its customers. Accounts receivable amounted to \$4,618,979 at June 30, 2020.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 7 PROPERTY AND EQUIPMENT**

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

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

Depreciation and amortization (including amortization of equipment under capital lease) expense charged to operations was \$131,307 and \$97,738 for the years ended June 30, 2020 and 2019, 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 \$496,000 and \$62,000 for the years ended June 30, 2020 and 2019, respectively. Adjustments to these estimates are reflected on the consolidated statement of activities under the caption grant and contract revenue 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, 2020 AND 2019**

**NOTE 9 LONG-TERM DEBT**

The Organizations are liable on long-term debt at June 30, 2020 and 2019 as follows:

<u>Description</u>	<u>Amount</u>	<u>2019</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.	\$ 183,082	\$ 199,377
Mortgage payable to Bank of America face amount \$370,308, secured by real property owned by ACS at two locations, and guaranteed by Ascentria, with an interest rate of 7.01%, due August 2032. Monthly principal and interest payments of \$2,670.	258,306	271,355
<u>Capital Lease Obligations</u>		
ACS is obligated under various capital lease agreements for equipment and motor vehicles, expiring in 2020, with a combined monthly payment of approximately \$2,200 with interest rates ranging from approximately 4% to 8%.	1,146	14,902
Total Long-Term Debt	442,534	485,634
Less: Current Maturities	(32,752)	(43,100)
Long-Term Debt, Net of Current Maturities	<u>\$ 409,782</u>	<u>\$ 442,534</u>

Following are current maturities for the next five years:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 32,752
2022	33,944
2023	36,454
2024	39,087
2025	42,403
Thereafter	257,894
Total	<u>\$ 442,534</u>

Interest charged to operations for the above long-term debt amounted to \$32,965 and \$34,677 for the years ended June 30, 2020 and 2019, respectively.

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 10 OPERATING LEASES**

The Organizations lease land, buildings, equipment, and motor vehicles under various operating lease agreements with terms of 1 to 3 years. Total rent and related expenses amounted to \$1,099,443 and \$1,056,543 for the years ended June 30, 2020 and 2019, respectively.

Future minimum lease payments under these agreements are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 517,288
2022	257,120
2023	245,505
Total	<u>\$ 1,019,913</u>

**NOTE 11 CONTINGENCIES**

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

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

ACS and Ascentria have entered into an equity sharing agreement related to four properties transferred from Ascentria to the ACS on July 1, 2001. The agreement states that if the properties are sold or leased to a third party, approximately 40% of the proceeds will become payable to Ascentria. Such payment represents the excess of fair value of the properties transferred over their net book value as of July 1, 2001. A significant portion of the Organizations' revenues are derived from state and federal government funding. Due to current economic conditions, it is possible that funding from these sources could be reduced in the near term. The Organizations cannot determine at this time if funding levels will change, or what financial impact, if any, potential changes would have on the Organizations.

The receivables of the Organizations are listed as collateral under the line of credit agreement of Ascentria. The outstanding balance is \$2,500,000 as of June 30, 2020 and 2019.



**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 12 FAIR VALUE MEASUREMENT**

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

The following tables present the Organizations' fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2020 and 2019:

2020				
	Total	Level 1	Level 2	Level 3
Beneficial Interest in Net Assets of Related Party:	\$ 841,000	\$ -	\$ -	\$ 841,000
Total	<u>\$ 841,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 841,000</u>

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

The following table provides a summary of changes in fair value of the Organizations' Level 3 financial assets for the years ended June 30, 2020 and 2019:

Balance - July 1, 2018	\$ 1,198,086
Income, Net of Releases	<u>(220,549)</u>
Balance - July 1, 2019	977,537
Income, Net of Releases	<u>(136,537)</u>
Balance - July 1, 2020	<u>\$ 841,000</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.



**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY**

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

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

	2020	2019
Cash and Cash Equivalents	\$ 1,088,674	\$ -
Accounts Receivable, Net	4,618,979	3,868,580
Total Financial Assets	5,707,653	3,868,580
Donor-Imposed Restrictions	(84,844)	(84,842)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 5,622,809</u>	<u>\$ 3,783,738</u>

**NOTE 14 ASSETS TRANSFERS**

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

The Organizations followed the guidance related to transactions between entities under common control to record the transition as Ascentria Care Alliance, Inc. (ACA) is the sole corporate member of both entities. As a result of this transaction, the net assets of the transferring organization will be accounted for at the carrying amount as of the beginning of the reporting period in which the transfer occurs. Therefore, effective July 1, 2018, the carrying amount of net assets of GNG were transferred to ACS. As of July 1, 2018, the following was the respective carrying amounts of assets, liabilities, and net assets transferred:

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

**ASCENTRIA COMMUNITY SERVICES, INC. AND SUBSIDIARY**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**JUNE 30, 2020 AND 2019**

**NOTE 15 COVID-19 IMPACT**

In 2020, the World Health Organization declared the spread of Coronavirus (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. In response to the pandemic and in an effort to supplement lost revenues and support increased costs incurred to secure personal protective equipment, the federal and state governments issued stimulus payments to the Organizations. See Note 1 for information on funding received by the Organizations in 2020.

COVID-19 may also impact various parts of the Organizations' 2021 operations and financial results including but not limited to additional costs for emergency preparedness, disease control and containment, potential shortages of health care personnel, or loss of revenue due to reductions in certain revenue streams. Management believes that the Organizations are taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as of June 30, 2020.





**Ascentria**  
CARE ALLIANCE

## **FY2021 Board and Committee Membership**

### **Board of Directors & Corporate Officers**

<b>Directors</b>	
<b>William Mayo (Chair)</b>	<b>Rev. Ross Goodman (Vice Chair)</b>
<b>Karen Gaylin (Secretary)</b>	<b>Garth Greimann (Financial Secretary)</b>
<b>Angela Bovill (Ex-Officio w/Vote)</b>	<b>Scott Hamilton</b>
<b>Frederick Jenoure</b>	<b>Stacey Luster, JD</b>
<b>Sherri Pitcher</b>	<b>Keith Robertson</b>
<b>Barbara Ruhe</b>	<b>Kimberly Salmon</b>
<b>Peter Schmidt</b>	
<b>Corporate Officers</b>	
<b>Angela Bovill (President)</b>	<b>Jeanette Wade (EVP)</b>
<b>Jeff Kinney (EVP)</b>	<b>Nicholas Russo (Treasurer)</b>
<b>Tara Browne (Clerk)</b>	

# Kathy Kitchell

## Education and Certifications

**TEFL/TESOL Certification**  
International TEFL Academy  
180 credit hours

Leon, Nicaragua  
October 2015

**ESOL Certification**  
Granite State College

Manchester, NH  
In progress

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

Manchester, NH  
June 2013

## Experience

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

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

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

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

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

**Tutor, 21<sup>st</sup> Century Program, Wilson Elementary, Manchester, NH 2007-2015 (after school)**

**Volunteer experience, Tanzania, Africa, summer 2013**

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

## Additional Skills

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

## LYNN L. CLOWES

### PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

### EDUCATION

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

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

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



## Crissie Ferrara

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### SUMMARY

- Master Degree from Columbia University- School of International and Public Affairs (SIPA) in Economic and Political Development with a focus on Humanitarian Affairs.
- 14 years professional experience working in International Development in the U.S and abroad including; South Sudan, Kenya, Uganda, Sierra Leone, El Salvador and Belize.
- Refugee Resettlement and Placement in the United States.
- Resourceful and creative problem solver with keen ability to adapt to strenuous and resource constrained environments.
- Strong cross-cultural skills, sensitivity to diverse populations and situations and highly adaptable.

### SKILLS PROFILE

- **Refugee Resettlement & Case Management:** asset mapping of community resources and triangulate community resources that benefit different clientele
- **Capacity Building & Program Management:** Experience in capacity building of local partners and CRS national staff, group facilitation and training, staff team building. Knowledge of procurement/acquisition procedures, US government financial management and compliance, budget formulation and execution, strategic planning, and stakeholder management and analysis of outcomes for monitoring and evaluations of programs
- **Monitoring Evaluation & Resolution:** Worked directly with mWater to establish and manage mobile monitoring system. Managed installation of Sweet Sense sensors for pilot program in Western Kenya
- **Business Development:** Skilled in proposal development and operations for multiple donors, leading to the expansion of funding portfolio, including UNICEF, OFDA, USAID
- **Languages:** Advanced Spanish & Native English Speaker

### EXPERIENCE

#### **Institute on Disability- N.H. Disability and Public Health Project Project Director**

**Durham NH**  
February 2018-Present

- Conduct outreach to New Hampshire public health partners to better understand current activities and assess needs of partners throughout the state.
- Identify areas of opportunities with public health partners to improve accessibility and inclusion for people with disabilities
- Design and promote Cultural Competence with Disability training to partners and network affiliates
- Design and deliver resources, trainings and technical assistance to achieve project objectives
- Promote inclusion practices through various materials such as trainings, technical assistance and meetings.
- Meet regularly with DHHS sectors such as HPUG, Asthma, Healthy Homes when necessary to promote and assist where needed
- Foster relationships with partners and potential partners through outreach when appropriate

#### **Ascentria Care Alliance- Services for New Americas Intensive Case Manager**

**Concord NH**  
April – October 2017

- Facilitated primarily home-based child and adult, individual, group and family services for newly arrived

- Including parental support, suicide prevention, domestic violence survivor support, and culturally appropriate interventions that build on population-specific coping mechanisms.
- Used assessment tools and intake procedures to determine mental health needs of newly arriving and established refugees.
- Maintained client treatment plan established by behavioral health providers
- Provided case note documentation in a timely manner, including Intensive Case Management (ICM) database and case notes, in accordance with contractual standards
- Conducted asset mapping of community resources and triangulate community resources when necessary
- Identify new community resources and develop partner and provider relationships that benefit different clientele in various cultural and ethnic backgrounds
- Maintained program development for long-term mental health support of clients
- Managed crises in a manner that minimizes disruption and assures safety of clients
- Provided proactive interventions specific to individual client needs
- Responsible for providing internal staff support and training on mental health issues and relevant interventions

**Ascentria Care Alliance- Services for New Americas**  
***Health Case Manager***

**Concord NH**  
January – April 2017

- Served refugees during their initial period of resettlement by facilitating access to hospitals, clinics and office visits, including transportation and interpretation and liaising with service providers to ensure culturally appropriate high quality care.
- Coordinated with medical service providers, other Ascentria team members and new American clients to facilitate and ensure medical appointments and lab work are completed in accordance with contractual standards.
- Assisted and trained refugees to learn to navigate the US healthcare system independently.
- Assisted clients with registration for external programs, benefits and services and provide information and referrals as appropriate.
- Delivered health orientation training including preventative health topics for newly arrived refugees
- Managed monthly financial transactions ensuring programs remain within budget
- Complete and maintain client documentation, including database, case notes in accordance with contractual standards with VOLAG (Volunteer Agencies) within mandatory deadlines, such as Church World Service, (CWS) International Organization of Migration (IOM) Episcopal Migration Ministries (EMM) and Lutheran Immigration & Refugee Service (LIRS)
- Completed and submit reports according to the program guidelines and required deadlines.
- Represented the program at meetings and on calls with service providers and other stakeholders.
- Promoted program through community networking; develop and maintain relationship with other service providers and refugee programs, such as CWS, IOM, EMM and LIRS
- Supervised and coordinate program interns as assigned.
- Performed other related duties incidental to the work to assist in meeting the goals of Ascentria and the department, such as, home visits, airport pick-ups upon initial arrival and in-home safety reviews.

**CATHOLIC RELIEF SERVICES**  
***Program Manager II***

**Sierra Leone, Freetown**  
September 2016-Nov 2016



Coordination with the Food for Education (FFE) team and/or other external sector agencies, to ensure assessment findings were documented and that all assessments include a specific analysis of children's needs in schools.

- Developed plans to ensure that WASH (Water and Sanitation Hygiene) services in FFE are maintained beyond project's life with participation of school community (school management, students, parents) and decentralized education authorities.
- Identified technical capacity gaps, initiated trainings for field staff as needed.
- Coordinated within Interagency Coordination forums as well as national and local government entities to ensure the specific needs of school children were being addressed in program areas.
- Documented lessons learned, from the School WASH program, for wider dissemination.
- Conducted field visits to provide technical support to CRS field staff and partners.
- Collaborated with senior program staff, assist in advocacy activities that target decision-makers at all levels.
- Identified opportunities to contribute to WASH communications and media work, in consultation with the Regional TA for WASH.
- Represented CRS SL WASH sector at internal and external program related events
- Created budget for new implemented country wide strategic WASH programming

**THE WATER PROJECT INC.**  
***Water Program Director***

**Concord, NH USA**  
**April 2013-Feb 2016**

- Management and capacity building of 4 partners located in Eastern and Western Kenya and Uganda in methodologies for working and training community beneficiaries using Participatory Hygiene and Sanitation Transformation (PHAST), Community-Led Total Sanitation (CLTS), Child Hygiene and Sanitation Training (CHAST) in schools and community projects
- Coordinated and planned logistics and field based operations in Kenya and Uganda with partners to ensure timely outputs of program activities, which included implementation of hardware such as; rehabilitation of boreholes, drilling of boreholes, construction of spring protection schemes, rain water harvesting tanks, sand dams and hand washing stations
- Built relationships and mentored partners to properly assess and identify gaps for capacity building needs of local field teams as well as fully understand challenges and realities on the ground and use specific conflict resolution techniques and skills as needed.
- Trained various partners on specific report writing skills as well as on documentation of projects through photographs, human interest stories and success stories
- Trained and mentored partners on proper project design implementation and proposal writing skills to ensure a diversified stream of funding from various donors
- Worked with the county level government to create MOUs between government entities and partners to improve and support WASH programming in Western Kenya, specifically with focus on the girl child in schools
- Implementation and training of partners on mWater Explorer App for mobile monitoring of water points
- Collaborated with partners for creation of digital mWater surveys for mobile monitoring for monitoring, evaluation and resolution component of programming
- Monitored current, as well as legacy water projects using mWater portal to ensure completion of surveys and ensure sustainability and functionality of water points
- Management of Sweet Sense Sensor installation on existing hand pumps for pilot program in Western Kenya to monitor functionality of hand pumps through sensor technology and predict when pumps will need to be serviced
- Financial management of programs to track partner spending and ensure integrity with procurement process as well as tender processes

- Represented The Water Project organization at World Water Week Sweden 2015

**CATHOLIC RELIEF SERVICES**  
***Hygiene Promotion & Community***  
***Development Program Manager***

**Juba, South Sudan**  
March 2011-June 2012

- Managed Office of Foreign Disaster Assistance (OFDA) and UNICEF funded projects specifically within WASH implementation programs in the resource-constrained environment of South Sudan
- Management and capacity building of national staff in preparing and/or streamlining materials and methodologies for working and training community beneficiaries with a focus on children in school Community Hygiene Promoters (CHPs) on Participatory Hygiene and Sanitation Transformation (PHAST), Community-Led Total

Sanitation (CLTS), Child Hygiene and Sanitation Training in schools (CHAST) and other relevant community development approaches such as; Do-No-Harm, SILC, behavior change methodologies as well conflict reduction, integral human development and peace-building trainings

- Trained national staff in project design, stakeholder analysis, assessment and objective settings and strategy review and applying an Integral Human Development framework
- Ensured gender responsive programming within all community development projects and activities, such as gender analysis and gender planning
- Coordinated and manage mobilization of field teams for introductory awareness-raising activities and long term trainings
- Coordinated with operations department on all procurement, movement and logistics to ensure successful and timely implementation of programs to meet donor guidelines and timelines
- Monitoring budgets of program-related grants; burn rates, donor compliance standards and audits
- Built and maintained relationships with South Sudan Cluster groups, donors such as UNICEF and other national stakeholders to improve and support programming in South Sudan
- Worked in conjunction with local CARITAS offices and local Catholic Churches within South Sudan WASH program implementation areas
- Proposal development experience with OFDA and UNICEF as well as experience and training in CRS ProPack I, II & SMILER

**CATHOLIC RELIEF SERVICES**  
***International Development Fellow***

**Nairobi, Kenya**  
Sep 2010-March 2011

- Conducted needs assessment for implementation of new water & sanitation project in Isiolo district
- Wrote proposal for the Longo Pito Water & Sanitation project in Isiolo which was successfully funded
- Conducted trainings in 5 communities in Nyanza with CRS partner staff on Success Story documentation
- Conducted RDQA sessions and CHH visits with CRS partner staff in Nyanza and Narok districts
- Assisted in editing position paper for Feed the Future project
- Assisted the Arch Diocese of Mombasa with SPP process

logistics as well as wrote specific sections and compiled SPP document for final review amongst Kenya staff

**PEACE CORPS**  
***Training Director***

**El Salvador**  
Dec. 2009-Sep. 2010

- Supervised and manage all pre-service trainings (PST) and Reconnect In-Service Trainings (IST) for incoming volunteers
- Coordinated all training activities with programming, administrative, security and medical staff within all departments of El Salvador
- Ensured training curriculum reflected technical program goals, milestones and activities for volunteers and beneficiaries
- Supervised and support team of 12 Spanish speaking staff in technical and language departments
- Designed and facilitated Development, Culture & Adaptation curriculum and sessions
- Supervised and coordinate all training logistics
- Ensured quality trainee placement by conducting field and site visits to communities
- Oversaw training cycle annual budget and all administrative support for personnel
- Conducted bi-annual evaluations for all training staff
- Ensured curriculum component and training methodologies are effective and up to date

**Municipal Council of Ruiru Kenya**  
***Consulting Program Manager***

**South Africa**  
Sept 2007–Oct 2008

- Worked with a team of Columbia University Economic & Politic Development Students for the Municipal Council of Ruiru, Kenya to research best practices and alternatives in Solid Waste Management (SWM) in South Africa
- Conducted comprehensive assessment to investigate various SWM techniques in South Africa (Cape Town townships) to assess innovative practices
- Researched the problems and impediments that municipalities, NGOs and businesses face in terms of SWM
- Researched approaches to waste minimization as an alternative approach to land-filling
- Examined the improvements of socio-economic quality of life by transforming informal SWM to the formal sector
- Conducted interviews within the formal and informal waste collecting/recycling sphere
- Assisted the Council of Ruiru Kenya to develop a strategic action plan, by outlining findings from South Africa

**PEACE CORPS**  
***Rural Community Development Volunteer***

**Belize**  
May 2003-July 2005

- Wrote grant proposals and sought out in-kind contributions for village water system
- Worked with local government, local NGOs and village leaders to complete water system for village primary school, garden and kitchen that served 150 people
- M&E of water system effects before and after implementation
- Organized women's craft group & taught color design and value to improve quality and sales
- Mentored women in leadership skills to ensure sustainability and growth of group
- Initiated business relationships with vendors while training women in marketing strategies to increase sales
- Mentored women on family planning practices and helped them connect with local medical services
- Created arts and crafts program for primary school of 94 children

## **EDUCATION**

**COLUMBIA UNIVERSITY**  
*Master of International Affairs*  
Economic & Political Development

**New York, NY**  
Graduated December 2008

*School of Visual Arts*  
*Bachelor of Art*  
Photography / Photojournalism

**New York, NY**  
Graduated May 1999

## **Memberships in Professional Associations**

March 2020 – Present      New Hampshire Public Health Association

## **Trainings and Presentations Conducted in 2020**

- Cultural Competence with Disability Training: Institute on Disability January 14 2020
- Disability & Public Health Overview Presentation: Diabetes Prevention Advisory Group January 22 2020
- Accessible Content and Dissemination Training February 5 2020
- NH's Innovative Approach to Inclusive Health: Seacoast Public Health Advisory Committee March 2020
- Community Success Story Presentation: Engaging the Regional Public Health Networks IOD 60 Minutes March 16 2020
- Working with Families of Children with Disabilities Training: Lamprey Health Care Nurse Practitioner Fellowship Program May 12 2020
- NH's Innovative Approach to Inclusive Health- Wrap Up Presentation: Seacoast Public Health Advisory Committee September 23 2020

# Vijay Bhujel

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## **WORK EXPERIENCE**

### **Ascentria Care Alliance**

#### ***Health Case Manager***

**January 2016-November 2017, February 2018 to Current**

##### **Client Services**

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

##### **Partner Relations and Coordination**

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

#### ***Community Health Worker***

**November 2017-February 2018**

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

#### ***Bicultural Coordinator***

**June 2013 to January 2016**

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

### **Community Bridges of NH**

#### ***Direct Support Provider***

**February 2014 to Current**

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

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

### **Wal-Mart Supercenter Concord, NH**

#### ***Inventory Associate***

**March 2013-June 2013**

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

### **Reliance English School - Morang, Nepal**

#### ***Mathematics and Sciences Teacher***

**2007-2012**

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

### **The Spangle High School - Kathmandu, Nepal**

#### ***Mathematics and Sciences Teacher***

**2004-2007**

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

### **Panchaoti English School - Jhapa, Nepal**

#### ***Community School Teacher***

**1999-2004**

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

#### ***Cultural In Charge***

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

### **EDUCATION**

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



## Resume

Family name: HAKUZIMANA

First name: Jean D.

Date of birth:

Nationality:

Civil status:

### I. Education:

Education Institution	Degree(s) or Diploma(s) obtained:
The Carsey School of Public Policy / University of New Hampshire -USA 2019-2020	<ul style="list-style-type: none"> <li>Ongoing Master of Arts in Community Development and Policy Practice:</li> <li>Research project: Sustainable Community engagement in the restoration and rehabilitation of Lake Chad.</li> <li>Graduation: June 2021</li> </ul>
National University of Rwanda-School of Journalism and Communication-Rwanda January 2007 – December 2010	<ul style="list-style-type: none"> <li>Bachelor's Degree in Journalism and communication: Second upper Class Honour/Distinction</li> <li>Option: Journalism/Undergrad project: <i>A magazine as an agriculture popularisation tool.</i></li> </ul>
College Christ Roi de Nyanza 1998-2003	<ul style="list-style-type: none"> <li>High School Diploma in Latin and Modern Languages.</li> </ul>

### II. Language skills:

Language	Reading	Speaking	Writing
Kinyarwanda	Fluent/Mother tongue		
French	Excellent	Excellent	Excellent
English	Very good	Very good	Very good
Swahili	Very good	Very good	Very good
Kirundi	Very good	Very good	Very good
Luganda	Basic	Basic	Basic
Latin	Good	Basic	Basic

### III. Professional Experience

ate from - Date to	Location	Company	Position	Description
June 2019- Now	<b>NEW Hampshire /USA</b>	Ascentria Care Alliance	<b>Community Health Worker</b>	<ul style="list-style-type: none"> <li>• Create connections between refugees and local health systems</li> <li>• Manage care and care transitions for refugees/immigrants</li> <li>• Provide culturally appropriate health education and outreach.</li> <li>• Advocate for newly settled refugees/immigrants to receive appropriate services and prevent unnecessary utilization of emergency departments.</li> </ul>
2018-	<b>Maine/USA</b>	AMJAMBO AFRICA NEWSPAPER (USA)	<b>Freelancer</b>	<ul style="list-style-type: none"> <li>• Contributor at <u>AMJAMBO AFRICA</u> of Africa News for the newspaper and its digital and online platforms.</li> </ul>
April 2017/ April 2018	<b>Chad</b>	United Nations Development Program- UNDP: Chad Country Office	<b>Communication s Specialist</b>	<ul style="list-style-type: none"> <li>• Contributed the formulation and implementation of the internal and external communication and advocacy strategy with an emphasis on strengthening partnerships and donor relations.</li> <li>• I re-activated a 3-year dormant website with 3 success stories uploaded per month and started social media to serve more audience with articles, success stories, photos, videos and interviews.</li> <li>• I managed media relations and set up a media database with a minimum record of one UNDP mention per week in the news.</li> <li>• I initiated the writing of high end articles on the field experiences to be submitted for the publication in New York head office website: Minimum of one article per term.</li> </ul>
February 2016/ April 2017	<b>Gabon</b>	RAPAC: The Central Africa Protected Area Network-for 9 Countries. /European Union consultant.	<b>Regional Communication expert</b>	<p>During my tenure, I have increased awareness of the public engagement and attachment towards the network and Protected Areas of Central Africa by:</p> <ul style="list-style-type: none"> <li>• Screening audience and design appropriate medium to inform and sensitise the audience on challenges facing protected areas in Central Africa especially poaching, capacity building and lack of funding.</li> <li>• I have engaged media houses in Central Africa, Europe, New York to report and advocate on the plight of Protected Areas Management in Central Africa.</li> <li>• I have capitalized lessons learned in the Management of Protected Areas in Central Africa for the benefit of the global community and future generations by establishing a physical library with an online consulting window.</li> <li>• I have successfully organised the RAPAC representation in the 2016 International Union of Conservation World Congress held in Hawaii/USA with an exhibition stand and 5 side events with partners.</li> </ul>



October 2015-February 2016	<b>Rwanda</b>	Ministry of Agriculture and Animal Resources, its affiliated institutions and projects: <a href="http://www.minagri.gov.rw">www.minagri.gov.rw</a>	<b>Communication specialist</b>	<ul style="list-style-type: none"> <li>• I headed the implementation of MINAGRIs communication strategy</li> <li>• I acted as chief communications adviser to Minister, Minister of state and the Permanent Secretary (top Ministry officials) on communication related matters.</li> <li>• I reformed in a positive way the effective working relationships with media representatives.</li> <li>• I worked closely with planning unit and other related departments to update media at least quarterly on key agricultural statistics.</li> </ul>
May 2011/March 2013	<b>Rwanda/Uganda/DR Congo</b>	Greater Virunga Transboundary Collaboration/ GVTC/International Gorilla Conservation Program/African Wildlife Foundation. <a href="http://www.greatervirunga.org">www.greatervirunga.org</a>	<b>Communications Officer</b>	<p>GVTC is an interstate organization on the Virunga Massif shared among DR Congo, Uganda and Rwanda.</p> <ul style="list-style-type: none"> <li>• Communication Specialist to manage U.S Department and World Wild Fund Sweden 2-year grant given to GVTC under the title: Virunga Mountain Gorilla Initiative on Tourism, Energy and Poverty:</li> <li>• I established and implemented a regional communication strategy to enhance conservation of endangered natural resources in the Greater VIRUNGA landscape</li> </ul>

**IV. Computer literacy:**

- Adobe CS: Audition, Photoshop, In Design and Illustrator, Premier.
- Microsoft Word, Microsoft Outlook, Microsoft Excel, Microsoft power point
- CRM Software: Sales force, Mail chimp
- Website administration

**V. Membership of professional bodies:**

- President of Journalism and Communications University Students Association in 2008 and 2009.

**VI. Trainings, certificates and Short courses**

- August-October 2014 *Washington D.C.* Professional Fellow of The SEEP Network, awarded on merit of the dynamic employee. I spent 3 months of learning by doing in the department of Global Communications and Membership affairs of the SEEP Network.
- 2013 *Turin/Italy.* Participant in the MasterCard Foundation Symposium on Financial Inclusion
- 2012 *2010 Rwanda.* Graduate of the workshop "Reporting on health" organized by US Embassy in Rwanda
- 2009 *Rwanda.* Graduate of the workshop "Rwanda now balancing the scale, reporting on justice and police: organized by IREX/MCC/USAID
- 2008 *Rwanda.* Participant in Rwanda "One week and one story at time" a workshop organized by Rwanda Initiative through Canadian Cooperation.

**VII. Referees**

- Kathreen Harrison  
Editor in Chief of Amjambo Africa  
Email: [amjamboafrika@gmail.com](mailto:amjamboafrika@gmail.com)  
Tel: 2075420459
- Aldo Havugimana  
Director of Radio Rwanda  
Email: [aldohavugimana@gmail.com](mailto:aldohavugimana@gmail.com)  
Tel: +250788312572
- Gilbert Ndikubwayezu  
Staff Reporter at The Star  
[gngabo@thestar.ca](mailto:gngabo@thestar.ca)  
Tel: 416-869-4329

**CONTRACTOR NAME: Ascentria Community Services - Refugee RSS**Key Personnel

7/1/21 – 6/30/22

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Employment Counselor	\$36,836.80	.65	\$13,034.56
Jean Hakuzimana	Case Manager	\$36,753.60	.70	\$18,518.16
Lynn Clowes	Cultural Orientation Instructor	\$33,633.60	.18	\$2,323.48
Kathy Kitchell	Education Liaison	\$36,836.80	.25	\$9,209.20
TBD	Teacher	\$36,836.80	.24	\$8,756.80
Vijay Bhujel	Resettlement Coordinator	\$49,774.40	.30	\$14,932.32
Crissie Ferrara	Program Manager	\$54,995 .20	.20	\$10,999.04

7/1/22 – 6/30/23

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Employment Counselor	\$36,836.80	.20	\$7,367.36
Jean Hakuzimana	Case Manager	\$36,753.60	.35	\$12,863.76
Lynn Clowes	Cultural Orientation Instructor	\$33,633.60		
Kathy Kitchell	Education Liaison	\$36,836.80	.0625	\$2,302.30
TBD	Teacher	\$36,836.80	.0625	\$2,302.30
Vijay Bhujel	Resettlement Coordinator	\$49,774.40	.075	\$3,733.00
Crissie Ferrara	Program Manager	\$54,995 .20	.05	\$2,749.76

7/1/23 – 9/30/23

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Employment Counselor	\$36,836.80		
Jean Hakuzimana	Case Manager	\$36,753.60	.38	\$3,3445.65
Lynn Clowes	Cultural Orientation Instructor	\$33,633.60		
Kathy Kitchell	Education Liaison	\$36,836.80		
TBD	Teacher	\$36,836.80		
Vijay Bhujel	Resettlement Coordinator	\$49,774.40		
Crissie Ferrara	Program Manager	\$54,995 .20		

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Lori A. Shibillette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

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

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

November 23, 2020

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

**REQUESTED ACTION**

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

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

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

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

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

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

### **EXPLANATION**

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

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

Approximately 300-400 individuals will be served annually.

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

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

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

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

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

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

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

Areas served: Concord, Manchester and Nashua areas

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette".

Lori A. Shibinette  
Commissioner



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

**Refugee Social Services****RFP-2021-OHE-01-REFUG****RFP Name****RFP Number****Reviewer Names****Bidder Name**

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

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

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

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

**Ascentria Community Services Inc.**

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

**Building Community in New Hampshire**

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

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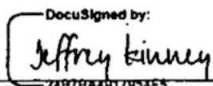
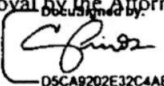
Subject: Refugee Social Services (RFP-2021-OHE-01-REFUG-01)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. IDENTIFICATION.**

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

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



New Hampshire Department of Health and Human Services  
Refugee Social Services



EXHIBIT A

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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1. Revisions to Form P-37, General Provisions**

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

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



**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

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

1.1.1. New arrivals in their first year in the U.S.;

1.1.2. Refugee Cash and TANF recipients;

1.1.3. Unemployed refugees; then

1.1.4. Employed refugees in need of job retention services.

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

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

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

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

**1.6. Employment Services**

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

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

1.6.1.1.1. Conducting orientations for new employers each contract year.

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

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

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**EXHIBIT B**

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



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**EXHIBIT B**

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

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Refugee Social Services**



**EXHIBIT B**

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

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**EXHIBIT B**

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

**1.7. Case Management**

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

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**EXHIBIT B**

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

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

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

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

**1.8. English as a Second Language (ESOL)**

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

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

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

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

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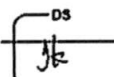
**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

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

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**EXHIBIT B**

**1.9. Staffing**

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

**2. Exhibits Incorporated**

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

**3. Reporting Requirements**

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

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**EXHIBIT B**

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

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

**4. Performance Measures**

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

**5. Additional Terms**

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**EXHIBIT B**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**5.3. Credits and Copyright Ownership**

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

**6. Records**

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**EXHIBIT B**

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records shall be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 6.1.3. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

**Payment Terms**

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

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

Ascentria Community Services, Inc.

Exhibit C

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**EXHIBIT C**

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

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

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

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

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Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Accordia Community Services, Inc.											
Budget Request No: Refugee Social Services Program											
Budget Period: 7/1/20 - 6/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSB contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	50,854	-	50,854	-	-	-	50,854	-	50,854		
2. Employee Benefits	17,340	-	17,340	-	-	-	17,340	-	17,340		
3. Consulting	-	-	-	-	-	-	-	-	-		
4. Equipment	792	-	792	-	-	-	792	-	792		
Rental	-	-	-	-	-	-	-	-	-		
Repair and Maintenance	-	-	-	-	-	-	-	-	-		
Purchase/Depreciation	-	-	-	-	-	-	-	-	-		
5. Supplies	1,181	-	1,181	-	-	-	1,181	-	1,181		
Automotive	-	-	-	-	-	-	-	-	-		
Lab	-	-	-	-	-	-	-	-	-		
Therapy	-	-	-	-	-	-	-	-	-		
Medical	-	-	-	-	-	-	-	-	-		
Office	-	-	-	-	-	-	-	-	-		
6. Travel	2,825	-	2,825	-	-	-	2,825	-	2,825		
7. Occupancy	7,108	-	7,108	-	-	-	7,108	-	7,108		
8. Current Expenses	1,895	-	1,895	-	-	-	1,895	-	1,895		
Phone	117	-	117	-	-	-	117	-	117		
Subscriptions	-	-	-	-	-	-	-	-	-		
Audio and Label	155	-	155	-	-	-	155	-	155		
Insurance	440	-	440	-	-	-	440	-	440		
Board Expenses	-	-	-	-	-	-	-	-	-		
9. Software/Computer Expenses	221	-	221	-	-	-	221	-	221		
10. Information/Communications	-	-	-	-	-	-	-	-	-		
11. Staff Education and Training	175	-	175	-	-	-	175	-	175		
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-		
13. Other (miscellaneous)	817	-	817	-	-	-	817	-	817		
Indirect: 27.45% of salaries/wages (if federally negotiated)	-	13,660	13,660	-	-	-	-	13,660	13,660		
<b>TOTAL</b>	<b>81,554</b>	<b>13,660</b>	<b>95,214</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>81,554</b>	<b>13,660</b>	<b>95,214</b>		
Indirect As A Percent of Direct 16.75%											

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Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Ascendis Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/21 - 6/30/22											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	87,808	-	87,808	-	-	-	87,808	-	-	87,808	
2. Employee Benefits	22,867	-	22,867	-	-	-	22,867	-	-	22,867	
3. Consultants	-	-	-	-	-	-	-	-	-	-	
4. Equipment	836	-	836	-	-	-	836	-	-	836	
Hazard	-	-	-	-	-	-	-	-	-	-	
Rents and Maintenance	-	-	-	-	-	-	-	-	-	-	
Purchase/Replacement	-	-	-	-	-	-	-	-	-	-	
5. Supplies	1,548	-	1,548	-	-	-	1,548	-	-	1,548	
Educational	-	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	-	
Office	-	-	-	-	-	-	-	-	-	-	
6. Travel	3,500	-	3,500	-	-	-	3,500	-	-	3,500	
7. Occupancy	8,479	-	8,479	-	-	-	8,479	-	-	8,479	
8. Current Expenses	2,526	-	2,526	-	-	-	2,526	-	-	2,526	
Telephone	156	-	156	-	-	-	156	-	-	156	
Postage	-	-	-	-	-	-	-	-	-	-	
Subscriptions	-	-	-	-	-	-	-	-	-	-	
Audit and Legal	206	-	206	-	-	-	206	-	-	206	
Insurance	564	-	564	-	-	-	564	-	-	564	
Board Expenses	-	-	-	-	-	-	-	-	-	-	
9. Software/Computer Expenses	284	-	284	-	-	-	284	-	-	284	
10. Membership/Contributions	-	-	-	-	-	-	-	-	-	-	
11. Staff Education and Training	233	-	233	-	-	-	233	-	-	233	
12. Subcontractor/Agreements	-	-	-	-	-	-	-	-	-	-	
13. Other (entry related information)	1,088	-	1,088	-	-	-	1,088	-	-	1,088	
Indirect: 27.43% of salaries/wages	-	18,800	18,800	-	-	-	-	18,800	-	18,800	
(If already recognized)	-	-	-	-	-	-	-	-	-	-	
<b>TOTAL</b>	<b>111,464</b>	<b>18,800</b>	<b>130,264</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>111,464</b>	<b>18,800</b>	<b>130,264</b>		
Indirect As A Percent of Direct		16.7%									

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## Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Bidder Name: Ascendia Community Services, Inc.											
Budget Request for: Refugee Social Services Program											
Budget Period: 7/1/22 - 6/30/23											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	MBP2	MBP2
1. Total Salary/Wages	18,747	-	18,747	-	-	-	18,747	-	-	18,747	18,747
2. Employee Benefits	5,747	-	5,747	-	-	-	5,747	-	-	5,747	5,747
3. Consumables	-	-	-	-	-	-	-	-	-	-	-
4. Equipment	224	-	224	-	-	-	224	-	-	224	224
Rental	-	-	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	-
5. Supplies	367	-	367	-	-	-	367	-	-	367	367
Educational	-	-	-	-	-	-	-	-	-	-	-
LPI	-	-	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-	-	-
6. Travel	875	-	875	-	-	-	875	-	-	875	875
7. Outcomes	2,376	-	2,376	-	-	-	2,376	-	-	2,376	2,376
8. Current Expenses	-	-	-	-	-	-	-	-	-	-	-
Telephone	632	-	632	-	-	-	632	-	-	632	632
Postage	38	-	38	-	-	-	38	-	-	38	38
Businesscards	-	-	-	-	-	-	-	-	-	-	-
Aid and Legal	52	-	52	-	-	-	52	-	-	52	52
Insurance	150	-	150	-	-	-	150	-	-	150	150
Board Expenses	-	-	-	-	-	-	-	-	-	-	-
9. Software/Computer Expenses	74	-	74	-	-	-	74	-	-	74	74
10. Information/Communications	-	-	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	56	-	56	-	-	-	56	-	-	56	56
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-	-	-
13. Other (primary state contribution)	272	-	272	-	-	-	272	-	-	272	272
Indirect: 37.43% of salaries/wages (if federally negotiated)	-	4,650	4,650	-	-	-	-	4,650	4,650	-	-
TOTAL	37,856	4,650	42,506	-	-	-	37,856	4,650	42,506	-	-
Indirect As A Percent of Direct 16.7%											

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

JK

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

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



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit E – Certification Regarding Lobbying

Vendor Initials

DS  
JK

Date 11/18/2020



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



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Contractor Initials

JK

Date 11/18/2020

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



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

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

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

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

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

Exhibit G

Contractor Initials

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JLZ

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

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



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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

Exhibit G

Contractor Initials

OS  
JK

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

New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: Jeffrey Kinney

Title: Chief of Staff & External Relations

## New Hampshire Department of Health and Human Services



## Exhibit I

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

**(1) Definitions.**

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

3/2014

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

Contractor Initials

jk

Date 11/18/2020



## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

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

3/2014

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

Contractor Initials

11/18/2020  
Date



New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials JK

Date 11/18/2020

## New Hampshire Department of Health and Human Services



## Exhibit I

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

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

3/2014

Contractor Initials

11/18/2020  
Date

## New Hampshire Department of Health and Human Services



## Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials

11/18/2020  
Date

## New Hampshire Department of Health and Human Services

## Exhibit I



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

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

Department of Health and Human Services

The State by:

Ann H. N. Landry

Signature of Authorized Representative

Ann H. N. Landry

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

11/23/2020

Date

Ascentria Community Services

Name of the Contractor

Jeffrey Kinney

Signature of Authorized Representative

Jeffrey Kinney

Name of Authorized Representative

Chief of Staff & External Relations

Title of Authorized Representative

11/18/2020

Date

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JK

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



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

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

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

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

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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

*Jeffrey Kinney*

Name: JEFFREY KINNEY

Title: Chief of Staff & External Relations



**FORM A**

1. The DUNS number for your entity is: 965875664

- X        NO        YES

\_\_\_\_\_ NO \_\_\_\_\_ YES

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ \ Amount: \_\_\_\_\_



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

**Exhibit K**

**DHHS Information Security Requirements**



**A. Definitions**

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

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

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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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**New Hampshire Department of Health and Human Services****Exhibit K****DHHS Information Security Requirements**

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**V. LOSS REPORTING**

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

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

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov